

Mobile Food Service And Shower Facilities



Contracts



B
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E



The Blue Book
May 2002



NFES #1276
www.nifc.gov/contracting



United States
Department of
Agriculture

Forest
Service

National Interagency
Fire Center

3833 S. Development Ave.
Boise, ID 83705-5354

File Code: 6320

Date: May 2002

Subject: 2002 National Mobile Food Service and Shower Facility Contracts

To: Using Agencies and Wildland Firefighting Cooperators

Enclosed is the "Blue Book" containing a consolidation of the 2002 National Mobile Food Services and Shower Facilities contracts. These are Requirements-type contracts whereby the Government is obligated to place orders with the National Contractors when needs meet the conditions described in Section C of the contract(s). Using Cooperating Agencies shall place orders for needed services through their dispatch channels to the National Interagency Coordination Center (NICC), at the National Interagency Fire Center (NIFC). Contractors are to provide full services, with the Government providing ONLY those items or services listed in Section C, Paragraphs C.1.2 and C.1.3.

All of the Mobile Food Service and Mobile Shower Facility contracts are identical except for Schedule B (the pink pages). These pages identify the location, unit numbers, and prices offered for each Contractor. The original of each contract is on file at the USDA Forest Service Contracting Office, National Interagency Fire Center, 3833 South Development Avenue, Boise, Idaho 83705-5354. The Boise National Forest processes all payments for services provided under these contracts, Attention: Fiscal & Accounting, 1249 South Vinnel Way, Boise, Idaho 83709. Additional copies of the Blue Book and the following forms (30 per pad) can be ordered through the Fire Cache System Fire Equipment Catalog:

FORM NAME	CATALOG ITEM NUMBER	APPROXIMATE PRICE PER COPY
Blue Book	NFES #1276	\$5.52
Daily Meal Order/Invoice, Mobile Food Services and Continuation Sheet	NFES #s 2052 and 2053	\$3.50 and \$3.40
Mobile Food Services Performance Evaluation	NFES #0822	\$3.17
Daily Shower Order/Invoice, Mobile Shower Facilities and Continuation Sheet	NFES #s 2054 and 2055	\$3.56 and \$3.51
Mobile Shower Facility Performance Evaluation	NFES #2056	\$3.19

Orders not charged to an incident can be sent directly to the Great Basin Cache located at NIFC, Attention Supply Office; 3833 South Development Avenue, Boise, Idaho 83705-5354, or by fax at (208) 387-5573. Visa or MasterCard is required for orders by private individuals and accepted from other ordering entities. On line ordering is available using www.blm.gov/fna/gbk/index.htm. **COD's will not be accepted.** Questions about ordering can be directed to the Great Basin Supply Office at (208) 387-5104. I can be reached by telephone at 208/387-5612, e-mail at jdmcccluskey@fs.fed.us, or Fax at 208/387-5384.

/S/ Janet D. McCluskey

JANET D. MCCLUSKEY
Contracting Officer

INTERAGENCY MOBILE FOOD SERVICE CONTRACT

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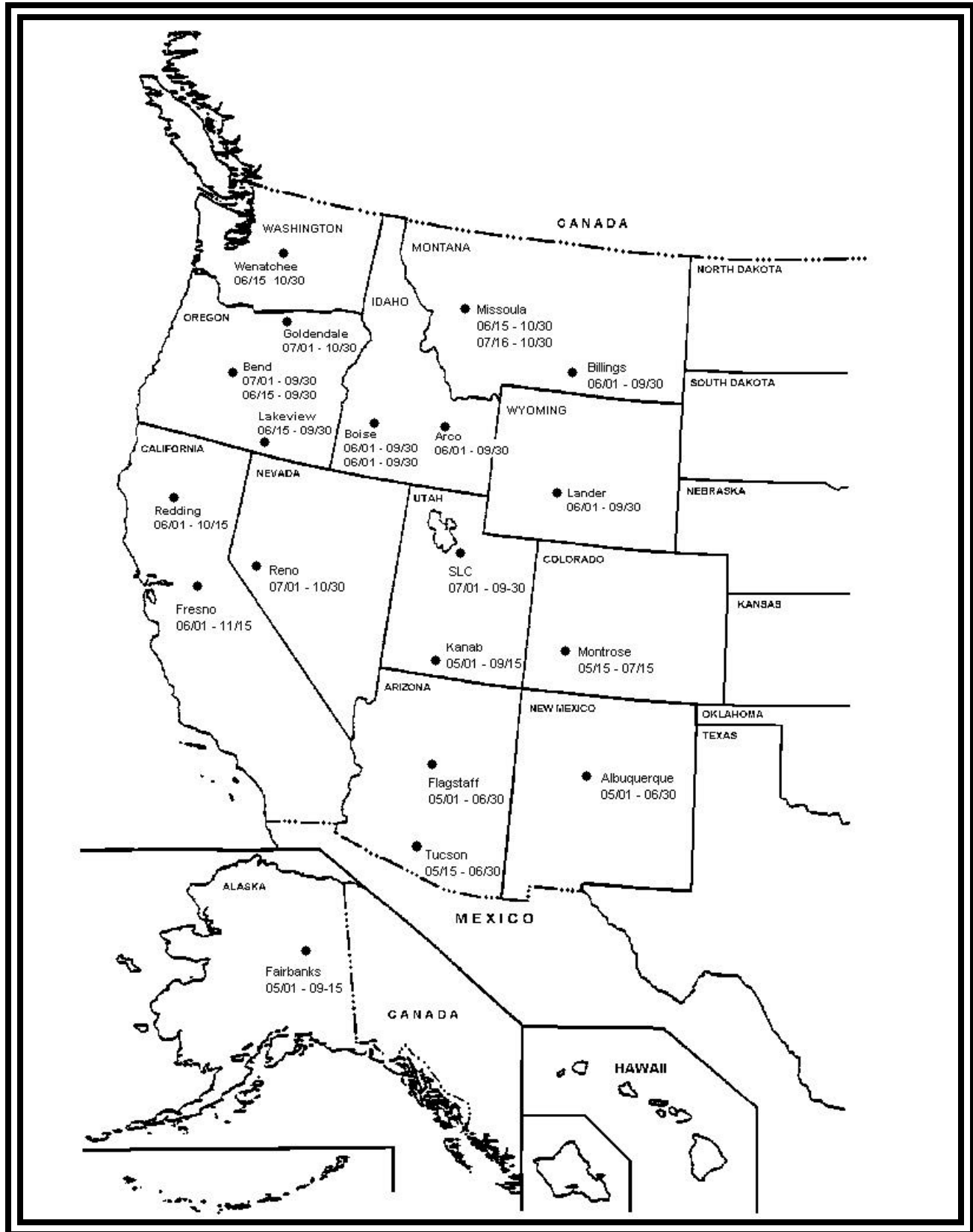
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PART I – THE SCHEDULE
SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS



PINK SHEETS

2002 MOBILE FOOD SERVICE UNIT SUMMARY (SECTION B, SUPPLIES OR SERVICES AND PRICES/COSTS)

1. ORDERING INFORMATION.

The ordering information includes, as a minimum, the Contractor's name, address, contract number, equipment available, locations, and rates.

2. SUPPLEMENTAL FOODS AND BEVERAGES.

The Government, at its option, and by mutual consent of the Contractor, may also order supplemental foods and beverages.

Additional supplemental food items, not listed in the following pink pages or product substitutions may NOT be negotiated by Logistics Chiefs (LCs) or Food Unit Leaders (FDULs) and charged to this contract.

Voluntary price reductions may be offered by the Contractors and accepted by the LCs or FDULs. Contractors may also offer and LCs or FDULs may accept (if it meets the Government's needs and the FDUL wishes) a larger size of the same item for the price stated in the contract, i.e. 16-ounce cartons of milk (48 to a case) for the same stated contract price per case. Either of these transactions should be noted on the invoice in the remarks section. NO price increases, unlisted products, or product substitutions may be negotiated or approved by the LC or FDUL for contract line items.

2002 MOBILE FOOD SERVICE UNIT SUMMARY

Contractor Address Contract #	Unit ID #	Dispatch Acceptance Quantities (Meal Period)		Maximum Serv Cap per Hour	Designated Dispatch Point (DDP) Available Dates	Meal Type	*Regular Meals		*Hot Can Meals		*Cold Can Meals		Mileage Rate**	Reloc Fee
		Min	Max	Contr Min is 350			Less than 200	200 or more	Less than 200	200 or more	Less than 200	200 or more		
Big Sky Mobile Catering Corporation 135 W. Broadway Missoula, MT 59802 53-024B-9-2050 <u>Harold (Hal) Nelson</u> 406/543-3202 406/542-1822 FAX	BSMC-1	100	1500	350	<u>Missoula, MT</u> 06/15 - 10/30	Break	\$ 10.50	\$ 9.80	\$ 10.85	\$ 10.30	\$ 12.55	\$ 11.50	\$ 12.95	\$ 600
	BSMC-2	100	1500	350	<u>Montrose, CO</u> 05/15 - 07/15	SL	\$ 13.10	\$ 12.55	-	-	-	-		
	BSMC-2	100	1500	350	<u>Missoula, MT</u> 07/16 - 10/30	Dinner	\$ 20.00	\$ 19.35	\$ 20.10	\$ 19.55	-	-		
							TOTAL	\$ 43.60	\$ 41.70	\$ 30.95	\$ 29.85	\$ 12.55	\$ 11.50	
* Combination of Regular & Hot/Cold Can Breakfast & Dinner Meals determine the total number of meals served for that particular meal period to determine more than/less than meal price. ** Total for all vehicles that comprise the Kitchen Unit (DDP) Missoula, MT - Base of Operations: Missoula, MT (DDP) Montrose, CO - Base of Operations: Grand Junction, CO														

Optional Refrigerated Storage Units							
Unit ID #	Length	Ordered at Time of Dispatch		Ordered Subsequent To Time of Dispatch		Voluntarily Delivered /Subsequently Ordered	
		Usage	Mileage	Usage	Mileage	Usage	Mileage
NONE							
Optional Refrigeration Storage Unit Space \$4.00 per square foot							

Optional Water Vehicles (WV) / Handwashing Stations (HWS)							
Unit ID #	Gal/Cap Sink(s) Faucet(s)	Ordered at Time of Dispatch		Ordered Subsequent To Time of Dispatch		Voluntarily Delivered /Subsequently Ordered	
		Usage	Mileage	Usage	Mileage	Usage	Mileage
S-2	3/3	\$ 240.00		\$ 240.00		\$ 240.00	
S-1	4/4	\$250.00		\$250.00		\$250.00	

Required Vehicle Identification Numbers (VIN)

Big Sky Mobile Catering Corporation - continued

Kitchen		Tractor (Optional)		Other		Optional Refrigerators / Water Vehicles / Handwashing Stations			
Unit	VIN Number	Unit	VIN Number	Unit	VIN Number	Unit	VIN Number	Unit	VIN Number
BSMC-1	1ALSP6188GS860558 - #11	BSMC-1	1HSRDJWR3FHB11380-#8 2FVNTDY92JV333200-#4	BSMC-1	1GRAA9621MW019101 (Refer) #15				
				BSMC-1	46291 (Refer) #13				
BSMC-2	1GRAA9620JS077803-#23	BSMC-2	K123228597 - #6 103933P - #10	BSMC-2	1UYVS2485LU436708 (Refer) #21				

Key Personnel

Harold M. Nelson/Beverly Adams
Greg Watkiss
Stephen K. Nelson/Donna Kelleher

Unit Number

BSMC-1
BSMC-1
BSMC-2

5. SCHEDULE G

SUPPLEMENTAL FOODS AND BEVERAGES (OPTIONAL)

Offeror: **Big Sky Mobile Catering Corporation**

Fill out the following prices for Supplemental Foods & Beverages that your company may wish to supply at an incident.

ITEM	UNIT	UNIT PRICE
Beverages		
A. Juices (48/case)	case (5-6 oz.)	\$ 26.50
B. Milk (48/case)	case (8 oz.)	\$ 16.45
C. Gatorade	ounce	-
D. Coffee**	gallon	\$ 11.25
E. Hot Chocolate**	gallon	\$ 5.60
F. Tea** (ice or hot)	gallon	\$ 2.45
G. Bottled Water	ounce	\$ 0.05
Prepackaged Snacks		
H. Trail Mix	ounce	\$ 0.50
I. Granola Bars	ounce	\$ 0.50
J. Salted Peanuts	ounce	\$ 0.35
K. Salted Mixed Nuts	ounce	\$ 0.95
L. Yogurt	ounce	\$ 0.20
Fruit		
M. Apples (minimum 100 count)	case	\$ 28.85
N. Oranges (minimum 80 count)	case	\$ 22.50
O. Dried Apricots (Prepackaged)	ounce	\$ 0.35
P. Dried Prunes (Prepackaged)	pound	-
Q. Banana Chips (Prepackaged)	pound	-
R. Bananas	pound	\$ 1.05
Miscellaneous		
S. Soup for 25 people	gallon	\$ 26.80
T. Stew for 25 people	gallon	-
U. Dinner Rolls (wheat/white)	rolls	-
V. Ice	pound	\$ 0.25
W. Ground Coffee	pound	\$ 7.40

** outside of dining area

ITEMS NOT LISTED AND PRICED ABOVE MAY NOT BE NEGOTIATED ON SITE BY THE FOOD UNIT LEADER.

2002 MOBILE FOOD SERVICE UNIT SUMMARY

Contractor Address Contract #	Unit ID #	Dispatch Acceptance Quantities		Maximum Serv Cap per Hour	Designated Dispatch Point (DDP) Available Dates	Meal Type	*Regular Meals		*Hot Can Meals		*Cold Can Meals		Mileage Rate**	Reloc Fee
		(Meal Period) Min	Max	Contr Min is 350			Less than 200	200 or more	Less than 200	200 or more	Less than 200	200 or more		
Bishop Services, Inc. PO Box 11 221 West Main Goldendale, WA 98620 53-024B-9-2051 <u>Ed Holbrook</u> 888-285-5597 509/773-5752 Fax	Unit 4	200	1500	350	Goldendale, WA 07/01-10/30	Break	\$ 12.20	\$ 11.35	\$ 12.30	\$ 12.30	\$ 11.20	\$ 11.20	\$ 15.60	\$ 600
						SL	\$ 14.75	\$ 12.95	-	-	-	-		
						Dinner	\$ 24.70	\$ 21.70	\$ 24.80	\$ 24.80	-	-		
						TOTAL	\$ 51.65	\$ 46.00	\$ 37.10	\$ 37.10	\$ 11.20	\$ 11.20		
* Combination of Regular & Hot/Cold Can Breakfast & Dinner Meals determine the total number of meals served for that particular meal period to determine more than/less than meal price.														
** Total for all vehicles that comprise the Kitchen Unit														
(DDP) Goldendale, WA - Base of Operations: Goldendale, WA														

Optional Refrigerated Storage Units							
Unit ID #	Length	Ordered at Time of Dispatch		Ordered Subsequent To Time of Dispatch		Voluntarily Delivered /Subsequently Ordered	
		Usage	Mileage	Usage	Mileage	Usage	Mileage
NONE							
Optional Refrigeration Storage Unit Space \$1.33 per square foot							

Optional Water Vehicles (WV) / Handwashing Stations (HWS)							
Unit ID #	Gal/Cap Sink(s) Faucet(s)	Ordered at Time of Dispatch		Ordered Subsequent To Time of Dispatch		Voluntarily Delivered /Subsequently Ordered	
		Usage	Mileage	Usage	Mileage	Usage	Mileage
703	3,000	\$ 855	\$ 3.55	\$ 855	\$ 3.55	\$ 855	
704	3,000	\$ 855	\$ 3.55	\$ 855	\$ 3.55	\$ 855	
705	3,000	\$ 855	\$ 3.55	\$ 855	\$ 3.55	\$ 855	
721	3,000	\$ 855	\$ 3.55	\$ 855	\$ 3.55	\$ 855	
964	12	\$ 655		\$ 655		\$ 655	

Required Vehicle Identification Numbers (VIN)

Bishop Services, Inc. - continued

Kitchen		Tractor (Optional)		Other		Optional Refrigerators / Water Vehicles / Handwashing Stations			
Unit	VIN Number	Unit	VIN Number	Unit	VIN Number	Unit	VIN Number	Unit	VIN Number
Unit 4	1H4V048243JJ026332			420	57313016 Prep. Trailer	721	905007 (Water Unit)		
				419	57516660 Dish Trailer	703	TTT2719 (Water Unit)		
				413	H67076 Sack Lunch Trailer	704	K96889 (Water Unit)		
				405	28008 Dry Storage	705	44298 (Water Unit)		
				409	7U93456005 40ft Refer	964	4P2AB1620VU008857		
				424	86129025 Freezer Trailer				
				965	1GHGB16251V024321 Juice Trailer				

Key Personnel

Unit Number

Richard Lefever
 Carrie Ferren
 Carrie House
 Edgar Holbrook
 Jeffrey Adams

4
 4
 4
 4
 4

5. SCHEDULE G

SUPPLEMENTAL FOODS AND BEVERAGES (OPTIONAL)

Offeror: **Bishop Services, Inc.**

Fill out the following prices for Supplemental Foods & Beverages that your company may wish to supply at an incident.

ITEM	UNIT	UNIT PRICE
Beverages		
A. Juices (48/case)	case (5-6 oz.)	\$ 28.25
B. Milk (48/case)	case (8 oz.)	\$ 51.40
C. Gatorade	ounce	-
D. Coffee**	gallon	\$ 12.85
E. Hot Chocolate**	gallon	\$ 13.95
F. Tea** (ice or hot)	gallon	\$ 16.05
G. Bottled Water	ounce	\$ 0.10
Prepackaged Snacks		
H. Trail Mix	ounce	\$ 0.50
I. Granola Bars	ounce	\$ 0.60
J. Salted Peanuts	ounce	\$ 0.50
K. Salted Mixed Nuts	ounce	\$ 0.85
L. Yogurt	ounce	\$ 0.20
Fruit		
M. Apples (minimum 100 count)	case	\$ 42.80
N. Oranges (minimum 80 count)	case	\$ 32.15
O. Dried Apricots (Prepackaged)	ounce	\$ 0.30
P. Dried Prunes (Prepackaged)	pound	\$ 0.45
Q. Banana Chips (Prepackaged)	pound	\$ 1.50
R. Bananas	pound	\$ 1.05
Miscellaneous		
S. Soup for 25 people	gallon	\$ 16.05
T. Stew for 25 people	gallon	\$ 21.40
U. Dinner Rolls (wheat/white)	rolls	-
V. Ice	pound	\$ 0.35
W. Ground Coffee	pound	-

** outside of dining area

ITEMS NOT LISTED AND PRICED ABOVE MAY NOT BE NEGOTIATED ON SITE BY THE FOOD UNIT LEADER.

2002 MOBILE FOOD SERVICE UNIT SUMMARY

Contractor Address Contract #	Unit ID #	Dispatch Acceptance Quantities		Maximum Serv Cap per Hour	Designated Dispatch Point (DDP) Available Dates	Meal Type	*Regular Meals		*Hot Can Meals		*Cold Can Meals		Mileage Rate**	Reloc Fee
		(Meal Period)	Contr Min is 350	Less than 200			200 or more	Less than 200	200 or more	Less than 200	200 or more			
Blagg's Food Service 21885 Highway 299 E. Bella Vista, CA 96008 53-024B-9-2052 <u>Robert or Linda Blagg</u> 530/549-5522 530/549-5521 Fax	K-1	200	1800	400	Redding, CA 06/01-10/15	Break	\$ 13.85	\$ 13.20	\$ 14.25	\$ 13.85	\$ 14.30	\$ 13.95	\$ 14.45	\$ 600
						SL	\$ 13.55	\$ 12.70	-	-	-	-		
						Dinner	\$ 20.70	\$ 20.05	\$ 20.70	\$ 20.55	-	-		
						TOTAL	\$ 48.10	\$ 45.95	\$ 34.95	\$ 34.40	\$ 14.30	\$ 13.95		
* Combination of Regular & Hot/Cold Can Breakfast & Dinner Meals determine the total number of meals served for that particular meal period to determine more than/less than meal price.														
** Total for all vehicles that comprise the Kitchen Unit														
(DDP) Redding, CA - Base of Operations: Bella Vista, CA														

Optional Refrigerated Storage Units							
Unit ID #	Length	Ordered at Time of Dispatch		Ordered Subsequent To Time of Dispatch		Voluntarily Delivered /Subsequently Ordered	
		Usage	Mileage	Usage	Mileage	Usage	Mileage
R-10	28 ft	\$ 1,455	\$ 6.45	\$ 1,455	\$ 6.45	\$ 1,455	\$ 6.45
R-18	28 ft	\$ 1,455	\$ 6.45	\$ 1,455	\$ 6.45	\$ 1,455	\$ 6.45
R-22	17 ft	\$ 1,060	\$ 6.45	\$ 1,060	\$ 6.45	\$ 1,060	\$ 6.45
R-37	48 ft	\$ 1,850	\$ 6.45	\$ 1,850	\$ 6.45	\$ 1,850	\$ 6.45
R-38	48 ft	\$ 1,850	\$ 6.45	\$ 1,850	\$ 6.45	\$ 1,850	\$ 6.45
R-39	48 ft	\$ 1,850	\$ 6.45	\$ 1,850	\$ 6.45	\$ 1,850	\$ 6.45
Optional Refrigeration Storage Unit Space \$ N/A per square foot							

Optional Water Vehicles (WV) / Handwashing Stations (HWS)							
Unit ID #	Gal/Cap Sink(s) Faucet(s)	Ordered at Time of Dispatch		Ordered Subsequent To Time of Dispatch		Voluntarily Delivered /Subsequently Ordered	
		Usage	Mileage	Usage	Mileage	Usage	Mileage
W-1	3,200	\$ 1,850	\$ 6.45	\$ 1,850	\$ 6.45	\$ 1,850	
W-2	3,200	\$ 1,850	\$ 6.45	\$ 1,850	\$ 6.45	\$ 1,850	

Required Vehicle Identification Numbers (VIN)

Blagg's Food Service - continued

Kitchen		Tractor (Optional)		Other		Optional Refrigerators / Water Vehicles / Handwashing Stations			
Unit	VIN Number	Unit	VIN Number	Unit	VIN Number	Unit	VIN Number	Unit	VIN Number
K-1	42VVF338JKV82723 (Kitchen)	K-1	1GR4A9628JS020202 (Refer)			W-1	M-638	R-10	R28013KD073769
K-1	4FGL34203VA949580 (Sanitation Unit)					W-2	T-145	R-18	R2801XKD073655
	676880732 - Prep Trailer							R-22	TT5657V594032
								R-37	1GRAA9026J5065602
								R-38	1GRAA9024J5065601
								R-39	1GRAA902XJ5065604
								R-40	1FDKF3701FRA61221

Key Personnel

Linda Blagg
Robert Blagg
Donald Johnson
Richard Phillips

Unit Number

K-1

5. SCHEDULE G

SUPPLEMENTAL FOODS AND BEVERAGES (OPTIONAL)

Offeror: **Blagg's Food Service**

Fill out the following prices for Supplemental Foods & Beverages that your company may wish to supply at an incident.

ITEM	UNIT	UNIT PRICE
Beverages		
A. Juices (48/case)	case (5-6 oz.)	\$ 28.85
B. Milk (48/case)	case (8 oz.)	\$ 20.55
C. Gatorade	ounce	\$ 0.05
D. Coffee**	gallon	\$ 8.85
E. Hot Chocolate**	gallon	\$ 8.00
F. Tea** (ice or hot)	gallon	\$ 8.00
G. Bottled Water	ounce	\$ 0.05
Prepackaged Snacks		
H. Trail Mix	ounce	\$ 0.60
I. Granola Bars	ounce	\$ 0.60
J. Salted Peanuts	ounce	\$ 0.35
K. Salted Mixed Nuts	ounce	-
L. Yogurt	ounce	-
Fruit		
M. Apples (minimum 100 count)	case	-
N. Oranges (minimum 80 count)	case	-
O. Dried Apricots (Prepackaged)	ounce	\$ 0.35
P. Dried Prunes (Prepackaged)	pound	\$ 0.35
Q. Banana Chips (Prepackaged)	pound	\$ 0.35
R. Bananas	pound	-
Miscellaneous		
S. Soup for 25 people	gallon	-
T. Stew for 25 people	gallon	-
U. Dinner Rolls (wheat/white)	rolls	-
V. Ice	pound	\$ 0.30
W. Ground Coffee	pound	\$ 7.90

** outside of dining area

ITEMS NOT LISTED AND PRICED ABOVE MAY NOT BE NEGOTIATED ON SITE BY THE FOOD UNIT LEADER.

2002 MOBILE FOOD SERVICE UNIT SUMMARY

Contractor Address Contract #	Unit ID #	Dispatch Acceptance Quantities		Maximum Serv Cap per Hour	Designated Dispatch Point (DDP) Available Dates	Meal Type	*Regular Meals		*Hot Can Meals		*Cold Can Meals		Mileage Rate**	Reloc Fee
		(Meal Period)		Contractor Specified			Less than 200	200 or more	Less than 200	200 or more	Less than 200	200 or more		
		Min	Max											
Cattleman's Meat Company PO Box 136 136 Main Street Kevin, MT 59454 53-024B-9-2053 <u>Ray Christiaens</u> 406/449-1032 - Answering Service 406/337-2151 x 2 - Kevin, MT 406/337-4151 - Kevin FAX 208/521-2191 - Ray's Cell 208/527-3790 - Arco, ID Phone 208/527-3795 Fax - Arco, ID e-mail:cattle@northermtel.net	Unit 1	100	1200	400	<u>Arco, ID</u> 06/01-09/30	Break SL Dinner TOTAL	\$ 11.75 \$ 13.10 \$ 17.00 \$ 41.85	\$ 11.20 \$ 12.50 \$ 16.45 \$ 40.15	\$ 12.30 - \$ 18.10 \$ 30.40	\$ 11.75 - \$ 17.50 \$ 29.25	\$ 10.15 - - \$ 10.15	\$ 9.10 - - \$ 9.10	\$ 12.55	\$ 600
* Combination of Regular & Hot/Cold Can Breakfast & Dinner Meals determine the total number of meals served for that particular meal period to determine more than/less than meal price.														
** Total for all vehicles that comprise the Kitchen Unit														
(DDP) Arco, ID - Base of Operations: Arco, ID - 1 June - 30 September														

Optional Refrigerated Storage Units							
Unit ID #	Length	Ordered at Time of Dispatch		Ordered Subsequent To Time of Dispatch		Voluntarily Delivered /Subsequently Ordered	
		Usage	Mileage	Usage	Mileage	Usage	Mileage
NONE							
Optional Refrigeration Storage Unit Space \$1.65 per square foot							

Optional Water Vehicles (WV) / Handwashing Stations (HWS)							
Unit ID #	Gal/Cap Sink(s) Faucet(s)	Ordered at Time of Dispatch		Ordered Subsequent To Time of Dispatch		Voluntarily Delivered /Subsequently Ordered	
		Usage	Mileage	Usage	Mileage	Usage	Mileage
NONE							

Required Vehicle Identification Numbers (VIN)

Cattleman's Meat Company - continued

Kitchen		Tractor (Optional)		Other		Optional Refrigerators / Water Vehicles / Handwashing Stations			
Unit	VIN Number	Unit	VIN Number	Unit	VIN Number	Unit	VIN Number	Unit	VIN Number
01	FRPL0607 32983 (Beverage)	01	1XKKD29X7CJ298526 (Tractor/Generator) CA213HP172026 Freightliner Tractor- /Generator Set	01	1ALFP6280BS081003 (Dry Storage) 1FTHX26F2TEB68056 (Pickup) HMCV376 (Bunkhouse) 7U6926500 (Refer) 1FDKE37G1PHA06217 (Salad Bar Truck)	NONE			

Key Personnel

Ray Christiaens
Karen (Jane) Postma

Unit Number

Unit 1
Unit 1

5. SCHEDULE G

SUPPLEMENTAL FOODS AND BEVERAGES (OPTIONAL)

Offeror: **Cattleman's Meat Company**

Fill out the following prices for Supplemental Foods & Beverages that your company may wish to supply at an incident.

ITEM	UNIT	UNIT PRICE
Beverages		
A. Juices (48/case)	case (5-6 oz.)	\$ 22.50
B. Milk (48/case)	case (8 oz.)	\$ 19.25
C. Gatorade	ounce	\$ 0.05
D. Coffee**	gallon	\$ 6.45
E. Hot Chocolate**	gallon	\$ 7.50
F. Tea** (ice or hot)	gallon	\$ 6.45
G. Bottled Water	ounce	\$ 0.05
Prepackaged Snacks		
H. Trail Mix	ounce	\$ 0.40
I. Granola Bars	ounce	\$ 0.40
J. Salted Peanuts	ounce	\$ 0.35
K. Salted Mixed Nuts	ounce	\$ 0.45
L. Yogurt	ounce	\$ 0.20
Fruit		
M. Apples (minimum 100 count)	case	\$ 25.70
N. Oranges (minimum 80 count)	case	\$ 25.70
O. Dried Apricots (Prepackaged)	ounce	\$ 0.30
P. Dried Prunes (Prepackaged)	pound	\$ 0.15
Q. Banana Chips (Prepackaged)	pound	\$ 0.40
R. Bananas	pound	\$ 1.10
Miscellaneous		
S. Soup for 25 people	gallon	\$ 14.45
T. Stew for 25 people	gallon	\$ 16.05
U. Dinner Rolls (wheat/white)	rolls	\$ 2.45
V. Ice	pound	\$ 0.15
W. Ground Coffee	pound	\$ 2.70

** outside of dining area

ITEMS NOT LISTED AND PRICED ABOVE MAY NOT BE NEGOTIATED ON SITE BY THE FOOD UNIT LEADER.

2002 MOBILE FOOD SERVICE UNIT SUMMARY

Contractor Address Contract #	Unit ID #	Dispatch Acceptance Quantities		Maximum Serv Cap per Hour	Designated Dispatch Point (DDP) Available Dates	Meal Type	*Regular Meals		*Hot Can Meals		*Cold Can Meals		Mileage Rate**	Reloc Fee
		(Meal Period)	Contr Min is 350	Less than 200			200 or more	Less than 200	200 or more	Less than 200	200 or more			
Houstons' Trail's End, Inc. 116 W. Kanab Creek Dr. Kanab, UT 84741 53-024B-9-2054 435/644-2488 - Restaurant 435/644-5484 -Robert Houston 435/644-5427 - Joe Houston 435/644-2140-Mickey Houston 435/644-2975 - Bob Houston 435/644-8148 - FAX e-mail: rhouston@xpressweb.com	HTE	150	1500	350	<u>Kanab, UT</u> 05/01-09/15	Break SL Dinner TOTAL	\$ 11.00 \$ 12.30 \$ 24.35 \$ 47.65	\$ 10.20 \$ 11.25 \$ 21.15 \$ 42.60	\$ 11.80 \$ 11.00 \$ 25.15 \$ 36.95	\$ 11.00 \$ 22.25 \$ 33.25	\$ 11.50 \$ 10.70 \$ 11.50 \$ 10.70	\$ 18.85	\$ 600	
* Combination of Regular & Hot/Cold Can Breakfast & Dinner Meals determine the total number of meals served for that particular meal period to determine more than/less than meal price.														
** Total for all vehicles that comprise the Kitchen Unit (DDP) Kanab, UT - Base of Operations: Kanab, UT														

Optional Refrigerated Storage Units							
Unit ID #	Length	Ordered at Time of Dispatch		Ordered Subsequent To Time of Dispatch		Voluntarily Delivered /Subsequently Ordered	
		Usage	Mileage	Usage	Mileage	Usage	Mileage
E 9	45 ft	\$ 445.00	\$ 3.90	\$ 445.00	\$ 3.90	\$ 445.00	
E 4	45 ft	\$ 445.00	\$ 3.90	\$ 445.00	\$ 3.90	\$ 445.00	
Optional Refrigeration Storage Unit Space \$1.75 per square foot							

Optional Water Vehicles (WV) / Handwashing Stations (HWS)							
Unit ID #	Gal/Cap Sink(s) Faucet(s)	Ordered at Time of Dispatch		Ordered Subsequent To Time of Dispatch		Voluntarily Delivered /Subsequently Ordered	
		Usage	Mileage	Usage	Mileage	Usage	Mileage
HTE 10	4,000	\$ 1,115	\$ 4.40	\$ 1,245	\$ 4.80	\$ 1,245	
HTE 11	4/4	\$ 335	\$ 4.40	\$ 335	\$ 4.80	\$ 360	

Required Vehicle Identification Numbers (VIN)

Houstons' Trail's End, Inc. - continued

Kitchen		Tractor (Optional)		Other		Optional Refrigerators / Water Vehicles / Handwashing Stations			
Unit	VIN Number	Unit	VIN Number	Unit	VIN Number	Unit	VIN Number	Unit	VIN Number
HTE 1	C6091 (Momma)			HTE 5	3268601 (Generator)	E 4	7494110003 (White Refer)		
HTE 2	UTT06167 (Silver)					E 9	7U70G76002 (Blue Refer)		
HTE 3	1WC200R23K4005750 (Serving Wagon)					E 10	STE455R (Water Tanker)		
HTE 13	1GRAA9624SW071139 (48 ft Refer)					E 11	SINKS		

Key Personnel

Unit Number

Robert D. Houston
Joe D. Houston
Mickey D. Houston
Molly V. Houston
Daylean B. Houston

HTE

5. SCHEDULE G

SUPPLEMENTAL FOODS AND BEVERAGES (OPTIONAL)

Offeror: **Houstons' Trail's End, Inc.**

Fill out the following prices for Supplemental Foods & Beverages that your company may wish to supply at an incident.

ITEM	UNIT	UNIT PRICE
Beverages		
A. Juices (48/case)	case (5-6 oz.)	\$ 23.05
B. Milk (48/case)	case (8 oz.)	\$ 15.00
C. Gatorade	ounce	-
D. Coffee**	gallon	\$ 8.55
E. Hot Chocolate**	gallon	\$ 11.25
F. Tea** (ice or hot)	gallon	\$ 9.60
G. Bottled Water	ounce	\$ 0.05
Prepackaged Snacks		
H. Trail Mix	ounce	-
I. Granola Bars	ounce	-
J. Salted Peanuts	ounce	-
K. Salted Mixed Nuts	ounce	-
L. Yogurt	ounce	-
Fruit		
M. Apples (minimum 100 count)	case	\$ 32.15
N. Oranges (minimum 80 count)	case	\$ 26.80
O. Dried Apricots (Prepackaged)	ounce	-
P. Dried Prunes (Prepackaged)	pound	-
Q. Banana Chips (Prepackaged)	pound	-
R. Bananas	pound	-
Miscellaneous		
S. Soup for 25 people	gallon	-
T. Stew for 25 people	gallon	-
U. Dinner Rolls (wheat/white)	rolls	-
V. Ice	pound	\$ 0.25
W. Ground Coffee	pound	

** outside of dining area

ITEMS NOT LISTED AND PRICED ABOVE MAY NOT BE NEGOTIATED ON SITE BY THE FOOD UNIT LEADER.

2002 MOBILE FOOD SERVICE UNIT SUMMARY

Contractor Address Contract #	Unit ID #	Dispatch Acceptance Quantities		Maximum Serv Cap per Hour	Designated Dispatch Point (DDP) Available Dates	Meal Type	*Regular Meals		*Hot Can Meals		*Cold Can Meals		Mileage Rate**	Reloc Fee
		(Meal Period)		Contr Min is 350			Less than 200	200 or more	Less than 200	200 or more	Less than 200	200 or more		
NuWay-NuWay Catering 955 North 4th Street Lander, WY 82520 53-024B-9-2055 <u>Steve Reed</u> <u>RoiDelene Jacobs</u> 307/332-2114 307/851-2237 - Cell Phone 307/332-3098 307/332-2465 307/330-5691 - Cell Phone 307/332-9317 - FAX	K-2	100	1300	350	<u>Lander, WY</u> 06/01-09/30	Break SL Dinner TOTAL	\$ 12.55 \$ 13.40 \$ 17.85 \$ 43.80	\$ 12.25 \$ 12.55 \$ 17.40 \$ 42.20	\$ 13.85 - \$ 19.20 \$ 33.05	\$ 13.40 - \$ 18.20 \$ 31.60	\$ 13.50 - - \$ 13.50	\$ 12.85 - - \$ 12.85	\$ 13.80	\$ 600
* Combination of Regular & Hot/Cold Can Breakfast & Dinner Meals determine the total number of meals served for that particular meal period to determine more than/less than meal price.														
** Total for all vehicles that comprise the Kitchen Unit (DDP) Lander, WY - Base of Operations: Lander, WY														

Optional Refrigerated Storage Units							
Unit ID #	Length	Ordered at Time of Dispatch		Ordered Subsequent To Time of Dispatch		Voluntarily Delivered /Subsequently Ordered	
		Usage	Mileage	Usage	Mileage	Usage	Mileage
NONE							
Optional Refrigeration Storage Unit Space \$.45 per square foot							

Optional Water Vehicles (WV) / Handwashing Stations (HWS)							
Unit ID #	Gal/Cap Sink(s) Faucet(s)	Ordered at Time of Dispatch		Ordered Subsequent To Time of Dispatch		Voluntarily Delivered /Subsequently Ordered	
		Usage	Mileage	Usage	Mileage	Usage	Mileage
NONE							

Required Vehicle Identification Numbers (VIN)

NuWay-NuWay Catering - continued

Kitchen		Tractor (Optional)		Other		Optional Refrigerators / Water Vehicles / Handwashing Stations			
Unit	VIN Number	Unit	VIN Number	Unit	VIN Number	Unit	VIN Number	Unit	VIN Number
K-2	001-#2	K-2	CA213HL135561-#8	K-2	1FTFE24H1SHB58374 - #19				
		K-2	1FUPTRYB8JH326785-#40	K-2	1FTJW36F0VEA70348 -#18				
		K-2	CA213HL188542-#11	K-2	J66217 - #41				
				K-2	7U79707004 - #46				
				K-2	LAR08X24031091997 - #52				
				K-2	1GCKJK33121F176745 -#62				
				K-2	LAR08X24031111997 - #53				
				* K-2	1FUEYRYBXJH326778-#39				
				* K-2	66566-#22				
				* Peripheral pieces brought to large fires at Contractor's option.					

Key Personnel

Harry Reed
RoiDelene Jacobs
Rick Costello

Unit Number

K-2

5. SCHEDULE G

SUPPLEMENTAL FOODS AND BEVERAGES (OPTIONAL)

Offeror: **NuWay-NuWay Catering**

Fill out the following prices for Supplemental Foods & Beverages that your company may wish to supply at an incident.

ITEM	UNIT	UNIT PRICE
Beverages		
A. Juices (48/case)	case (5-6 oz.)	\$ 24.35
B. Milk (48/case)	case (8 oz.)	\$ 17.10
C. Gatorade	ounce	\$ 0.05
D. Coffee**	gallon	\$ 8.00
E. Hot Chocolate**	gallon	\$ 8.00
F. Tea** (ice or hot)	gallon	\$ 5.95
G. Bottled Water	ounce	-
Prepackaged Snacks		
H. Trail Mix	ounce	\$ 0.50
I. Granola Bars	ounce	\$ 0.55
J. Salted Peanuts	ounce	\$ 0.40
K. Salted Mixed Nuts	ounce	\$ 0.55
L. Yogurt	ounce	-
Fruit		
M. Apples (minimum 100 count)	case	\$ 27.85
N. Oranges (minimum 80 count)	case	\$ 27.85
O. Dried Apricots (Prepackaged)	ounce	\$ 0.45
P. Dried Prunes (Prepackaged)	pound	\$ 0.35
Q. Banana Chips (Prepackaged)	pound	\$ 5.10
R. Bananas	pound	\$ 1.00
Miscellaneous		
S. Soup for 25 people	gallon	-
T. Stew for 25 people	gallon	-
U. Dinner Rolls (wheat/white)	rolls	-
V. Ice	pound	\$ 0.30
W. Ground Coffee	pound	-

** outside of dining area

ITEMS NOT LISTED AND PRICED ABOVE MAY NOT BE NEGOTIATED ON SITE BY THE FOOD UNIT LEADER.

2002 MOBILE FOOD SERVICE UNIT SUMMARY

Contractor Address Contract #	Unit ID #	Dispatch Acceptance Quantities		Maximum Serv Cap per Hour Contrt Min is 350	Designated Dispatch Point (DDP) Available Dates	Meal Type	*Regular Meals		*Hot Can Meals		*Cold Can Meals		Mileage Rate**	Reloc Fee
		(Meal Period)					Less than 200	200 or more	Less than 200	200 or more	Less than 200	200 or more		
		Min	Max											
OK's Cascade Company 16372 - 177th Avenue SE Monroe, WA 98272 53-024B-9-2056 360/794-0700 Office 360/794-0300 FAX 206/755-3501 - Jason Stuvland 425/870-0805 - Richard Bradbury 360/668-1551 - Ray Keener 509/997-6343 - Howard Sonnichsen 425/870-0806 - Jake Conley	K-6	100	2500	350	<u>Reno, NV</u> 07/01-10/30 <u>Fresno, CA</u> 06/01-11/15 <u>Albuquerque, NM</u> 05/1 - 06/30	Break	\$ 13.10	\$ 12.05	\$ 14.70	\$ 13.10	\$ 12.05	\$ 11.00	\$ 15.95	\$ 600
	K-13	100	3000	450		SL	\$ 14.45	\$ 13.40	-	-	-	-		
	K-6	100	2500	350		Dinner	\$ 23.80	\$ 20.35	\$ 24.60	\$ 22.55	-	-		
						TOTAL	\$ 51.35	\$ 45.80	\$ 39.30	\$ 35.65	\$ 12.05	\$ 11.00		
	K-7	100	2500	350	<u>Wenatchee, WA</u> 06/15-10/30	Break	\$ 13.10	\$ 11.00	\$ 14.70	\$ 12.55	\$ 12.05	\$ 11.00	15.95	
						SL	\$ 14.45	\$ 12.85	-	-	-	-		
						Dinner	\$ 23.80	\$ 19.40	\$ 24.60	\$ 21.65	-	-		
						TOTAL	\$ 51.35	\$ 43.25	\$ 39.30	\$ 34.20	\$ 12.05	\$ 11.00		
* Combination of Regular & Hot/Cold Can Breakfast & Dinner Meals determine the total number of meals served for that particular meal period to determine more than/less than meal price.														
** Total for all vehicles that comprise the Kitchen Unit														
(DDP) Reno, NV - Base of Operations: Reno, NV (DDP) Fresno, CA - Base of Operations: Fresno, CA					(DDP) Wenatchee, WA - Base of Operations: Wenatchee, WA (DDP) Albuquerque, NM - Base of Operations: Albuquerque, NM									

Optional Refrigerated Storage Units							
Unit ID #	Length	Ordered at Time of Dispatch		Ordered Subsequent To Time of Dispatch		Voluntarily Delivered /Subsequently Ordered	
		Usage	Mileage	Usage	Mileage	Usage	Mileage
NONE							
Optional Refrigeration Storage Unit Space \$ N/A per square foot							

Optional Water Vehicles (WV) / Handwashing Stations (HWS)							
Unit ID #	Gal/Cap Sink(s) Faucet(s)	Ordered at Time of Dispatch		Ordered Subsequent To Time of Dispatch		Voluntarily Delivered /Subsequently Ordered	
		Usage	Mileage	Usage	Mileage	Usage	Mileage
NONE							

Required Vehicle Identification Numbers (VIN)

OK's Cascade Company - continued

Kitchen		Tractor (Optional)		Other		Optional Refrigerators / Water Vehicles / Handwashing			
Unit	VIN Number	Unit	VIN Number	Unit	VIN Number	Unit	VIN Number	Unit	VIN Number
K-13	1JJV482E9VL418734			K-13	92418 (Refer)	NONE			
				K-13	7U92412003 (Refer)				
K-7	1H4V04521CJ010704			K-13	1DW1A4822HS552723 - (Dry Van)				
				K-7	HPZ612506 (Prep)				
				K-7	44811 (Refer)				
K-6	1H2V0452DC010619			K-7	1H4V02810BJ013518 - (Dry Van)				
				K-6	7U93447001 (Refer)				
				K-6	1H4V0482XEJ010120 - (Dry Van)				
				K-6	1UYVS2486EU048602 - (Refer)				

Key Personnel

Darla Stolte
Dixie Gerard
Joel Travelstead
Sally Marshall
James Thomas

Unit Number

K-13
K-6
K-7
K-7 or K-13
K-7 or K-13

Key Personnel Alternates

Jerry Hixson
Pamela Durfy
Ruby Tyler
Linda Wells
Elaine Woods
Amy Zielinski

Unit Number

K-6 or
K-7
K-6
K-13 or
K-6 or K-7
K-6 or K-7

5. SCHEDULE G

SUPPLEMENTAL FOODS AND BEVERAGES (OPTIONAL)

Offeror: **OK's Cascade Company**

Fill out the following prices for Supplemental Foods & Beverages that your company may wish to supply at an incident.

ITEM	UNIT	UNIT PRICE
Beverages		
A. Juices (48/case)	case (5-6 oz.)	-
B. Milk (48/case)	case (8 oz.)	-
C. Gatorade	ounce	-
D. Coffee**	gallon	\$ 8.85
E. Hot Chocolate**	gallon	-
F. Tea** (ice or hot)	gallon	-
G. Bottled Water	ounce	-
Prepackaged Snacks		
H. Trail Mix	ounce	-
I. Granola Bars	ounce	-
J. Salted Peanuts	ounce	-
K. Salted Mixed Nuts	ounce	-
L. Yogurt	ounce	-
Fruit		
M. Apples (minimum 100 count)	case	-
N. Oranges (minimum 80 count)	case	-
O. Dried Apricots (Prepackaged)	ounce	-
P. Dried Prunes (Prepackaged)	pound	-
Q. Banana Chips (Prepackaged)	pound	-
R. Bananas	pound	-
Miscellaneous		
S. Soup for 25 people	gallon	-
T. Stew for 25 people	gallon	-
U. Dinner Rolls (wheat/white)	rolls	-
V. Ice	pound	-
W. Ground Coffee	pound	-

** outside of dining area

ITEMS NOT LISTED AND PRICED ABOVE MAY NOT BE NEGOTIATED ON SITE BY THE FOOD UNIT LEADER.

2002 MOBILE FOOD SERVICE UNIT SUMMARY

Contractor Address Contract #	Unit ID #	Dispatch Acceptance Quantities (Meal Period)		Maximum Serv Cap per Hour	Designated Dispatch Point (DDP) Available Dates	Meal Type	*Regular Meals		*Hot Can Meals		*Cold Can Meals		Mileage Rate**	Reloc Fee
		Min	Max	Contr Min is 350			Less than 200	200 or more	Less than 200	200 or more	Less than 200	200 or more		
Port-A-Pit Catering														
24 E. Flores	001	100	1250	350	<u>Flagstaff, AZ</u>	Break	\$ 12.85	\$ 11.80	\$ 13.95	\$ 12.85	\$ 13.40	\$ 11.80	\$ 14.95	\$ 600
Tucson, AZ 85705					05/01-06/30	SL	\$ 12.30	\$ 12.85	-	-	-	-		
53-024B-9-2057	003	100	1250	350	<u>Tucson, AZ</u>	Dinner	\$ 19.85	\$ 18.75	\$ 20.85	\$ 20.35	-	-		
<u>Office</u>					05/15-06/30	TOTAL	\$ 45.00	\$ 43.40	\$ 34.80	\$ 33.20	\$ 13.40	\$ 11.80		
520/792-3145***	001	100	1250	350	<u>Bend, OR</u>									
800/318-8999*** (toll free)					07/01-09/30									
520/792-3058*** FAX	003	100	1250	350	<u>SLC</u>									
520-906-1926 - Gary Sneva- Cell					07/01-09/30									
541/549-1974 - Gary Sneva - Home														
520/446-8499 - Catrina Sneva - Pager														
520/906-5065 - Catrina Sneva - Cell														
520/743-1545 - Catrina Sneva - Home														
*** follow prompts														
* Combination of Regular & Hot/Cold Can Breakfast & Dinner Meals determine the total number of meals served for that particular meal period to determine more than/less than meal price.														
** Total for all vehicles that comprise the Kitchen Unit														
(DDP) Flagstaff, AZ - Base of Operations: Flagstaff, AZ					(DDP) Bend, OR - Base of Operations: Bend, OR									
(DDP) Tucson, AZ - Base of Operations: Tucson, AZ					(DDP) Salt Lake City, UT - Base of Operations: Salt Lake City, UT									

Optional Refrigerated Storage Units							
Unit ID #	Length	Ordered at Time of Dispatch		Ordered Subsequent To Time of Dispatch		Voluntarily Delivered /Subsequently Ordered	
		Usage	Mileage	Usage	Mileage	Usage	Mileage
NONE							
Optional Refrigeration Storage Unit Space \$2.00 per square foot							

Optional Water Vehicles (WV) / Handwashing Stations (HWS)							
Unit ID #	Gal/Cap Sink(s) Faucet(s)	Ordered at Time of Dispatch		Ordered Subsequent To Time of Dispatch		Voluntarily Delivered /Subsequently Ordered	
		Usage	Mileage	Usage	Mileage	Usage	Mileage
NONE							

Required Vehicle Identification Numbers (VIN)

Port-A-Pit Catering - continued

Kitchen		Tractor (Optional)		Other		Optional Refrigerators / Water Vehicles / Handwashing Stations			
Unit	VIN Number	Unit	VIN Number	Unit	VIN Number	Unit	VIN Number	Unit	VIN Number
001	1GRAA9620MW000104	001	1FUPACXB0PC474455	001	1TDR48026JD070771 (Salad Prep.Trailer)	NONE			
		001	1FUYAZYB8PL444416	001	HPT000802 (Dry Storage Trl.)				
		001	1XP6DR9X8PD607364	001	Unit 1 (8 ft. Barbeque Trl.)				
003	GRAA9623MW005801	003	1HSRDA7RSNH425963	003	PT01ACHOR9002119 (Salad Prep.Trailer)				
		003	1HSRDA7RINH426415	003	PT01ACHOR9002148 (Dry Storage Trl.)				
		003	1FUYBCY88RL583345	003	Unit 3 (8 ft. Barbeque Trl.)				

Key Personnel

Gary Sneva
Rhonda Sneva
Catrina Sneva
Joseph Piotrowski
William Barbis

Unit Number

001 or 003
001 or 003
001 or 003
001 or 003
001 or 003

Key Personnel

Bob Kowalewski - 520/360-6047
Scott Spencer - 541/318-8443
Robert (Wes) Northrup
Gary Patterson

Unit Number

001 or 003
001 or 003
001 or 003
001 or 003

5. SCHEDULE G

SUPPLEMENTAL FOODS AND BEVERAGES (OPTIONAL)

Offeror: **Port-A-Pit Catering**

Fill out the following prices for Supplemental Foods & Beverages that your company may wish to supply at an incident.

ITEM	UNIT	UNIT PRICE
Beverages		
A. Juices (48/case)	case (5-6 oz.)	\$ 26.80
B. Milk (48/case)	case (8 oz.)	\$ 38.60
C. Gatorade	ounce	\$ 0.05
D. Coffee**	gallon	\$ 7.50
E. Hot Chocolate**	gallon	\$ 10.75
F. Tea** (ice or hot)	gallon	\$ 7.50
G. Bottled Water	ounce	\$ 0.10
Prepackaged Snacks		
H. Trail Mix		\$ 0.80
I. Granola Bars	ounce	\$ 0.50
J. Salted Peanuts	ounce	\$ 0.80
K. Salted Mixed Nuts	ounce	\$ 0.95
L. Yogurt	ounce	\$ 0.17
Fruit		
M. Apples (minimum 100 count)	case	\$ 23.55
N. Oranges (minimum 80 count)	case	\$ 21.45
O. Dried Apricots (Prepackaged)	ounce	\$ 0.50
P. Dried Prunes (Prepackaged)	pound	\$ 0.50
Q. Banana Chips (Prepackaged)	pound	-
R. Bananas	pound	\$ 0.65
Miscellaneous		
S. Soup for 25 people	gallon	\$ 21.45
T. Stew for 25 people	gallon	\$ 26.80
U. Dinner Rolls (wheat/white)	rolls	\$ 3.75
V. Ice	pound	\$ 0.25
W. Ground Coffee	pound	\$ 5.35

** outside of dining area

ITEMS NOT LISTED AND PRICED ABOVE MAY NOT BE NEGOTIATED ON SITE BY THE FOOD UNIT LEADER.

2002 MOBILE FOOD SERVICE UNIT SUMMARY

Contractor Address Contract #	Unit ID #	Dispatch		Maximum	Designated Dispatch Point (DDP) Available Dates	Meal Type	*Regular Meals		*Hot Can Meals		*Cold Can Meals		Fresh Food Boxes		Mileage Rate**	Reloc Fee
		Acceptance Quantities		Serv Cap per Hour			Less than 200	200 or more	Less than 200	200 or more	Less than 200	200 or more	Less than 25	More than 25		
		(Meal Period)	Contr Min is 350													
Port-A-Pit Catering 24 E. Flores Tucson, AZ 85705 53-024B-1-2160 Office 520/792-3145*** 800/318-8999*** (toll free) 520/792-3058*** FAX 541/549-1974 - Gary Sneva - Home 520/906-1926 - Gary Sneva - Cell	002	100	1250	350	Fairbanks, AK 05/01 - 9/15	Break SL Dinner TOTAL	\$ 16.35 \$ 21.45 \$ 26.55 \$ 64.35	\$ 15.35 \$ 20.45 \$ 25.55 \$ 61.35	\$ 17.35 \$ - \$ 27.60 \$ 44.95	\$ 16.35 - \$ 26.55 \$ 42.90	\$ 17.40 - - \$ 17.40	\$ 16.35 - - \$ 16.35	 \$820.00	 \$765.00	\$16.00***	\$ 600
* Combination of Regular & Hot/Cold Can Breakfast & Dinner Meals determine the total number of meals served for that particular meal period to determine more than/less than meal price.																
** Total for all vehicles that comprise the Kitchen Unit (DDP) Fairbanks, AK - Base of Operations: Fairbanks, AK					***Mileage Rate Between Fairbanks and Anchorage is \$8.00 per mile.											

Optional Refrigerated Storage Units							Optional Water Vehicles (WV) / Handwashing Stations (HWS)									
Unit ID #	Length	Ordered at Time of Dispatch		Ordered Subsequent To Time of Dispatch		Delivered /Subsequently	Unit ID #	Gal/Cap Sink(s) Faucet(s)	Ordered at Time of Dispatch		Ordered Subsequent To Time of Dispatch		Voluntarily Delivered /Subsequently Ordered			
		Usage	Mileage	Usage	Mileage	Usage			Usage	Mileage	Usage	Mileage	Usage			Mileage
NONE							H-2	4	\$780.00	\$1.75	\$835.00	\$1.75	\$940.00			
Optional Refrigeration Storage Unit Space \$2.00 per square foot.																

Required Vehicle Identification Numbers (VIN)

Port-A-Pit Catering - continued

Kitchen		Tractor (Optional)		Other		Optional Refrigerators / Water Vehicles / Handwashing Stations			
Unit	VIN Number	Unit	VIN Number	Unit	VIN Number	Unit	VIN Number	Unit	VIN Number
002	1GRAA962565100601		Leased	002	166RBA842XDB096008 (Salad Prep. Trl.)				
			Leased	002	1UYUS2488JU025011 (Dry Storage Trl.)				
			Leased	002	Unit 2 (8 ft. Barbeque Trl.)				

Key Personnel

John Huffman
Linda Huffman
Chad Huffman

Unit Number

002
002
002

5. SCHEDULE G

SUPPLEMENTAL FOODS AND BEVERAGES (OPTIONAL)

Offeror: **Port-A-Pit Catering - AK**

Fill out the following prices for Supplemental Foods & Beverages that your company may wish to supply at an incident.

ITEM	UNIT	UNIT PRICE
Beverages		
A. Juices (48/case)	case (5-6 oz.)	\$ 29.65
B. Milk (48/case)	case (8 oz.)	\$ 24.55
C. Gatorade	ounce	\$ 0.10
D. Coffee**	gallon	\$ 8.20
E. Hot Chocolate**	gallon	\$ 10.20
F. Tea** (ice or hot)	gallon	\$ 8.20
G. Bottled Water	ounce	\$ 0.10
Prepackaged Snacks		
H. Trail Mix	ounce	\$ 1.00
I. Granola Bars	ounce	\$ 0.60
J. Salted Peanuts	ounce	\$ 0.80
K. Salted Mixed Nuts	ounce	\$ 0.95
L. Yogurt	ounce	\$ 0.40
Fruit		
M. Apples (minimum 100 count)	case	\$ 40.90
N. Oranges (minimum 80 count)	case	\$ 40.90
O. Dried Apricots (Prepackaged)	ounce	\$ 1.00
P. Dried Prunes (Prepackaged)	pound	\$ 1.00
Q. Banana Chips (Prepackaged)	pound	\$ 1.00
R. Bananas	pound	\$ 1.00
Miscellaneous		
S. Soup for 25 people	gallon	\$ 14.30
T. Stew for 25 people	gallon	\$ 14.30
U. Dinner Rolls (wheat/white)	rolls	\$ 7.90
V. Ice	pound	\$ 0.50
W. Ground Coffee	pound	\$ 7.15

** outside of dining area

ITEMS NOT LISTED AND PRICED ABOVE MAY NOT BE NEGOTIATED ON SITE BY THE FOOD UNIT LEADER.

2002 MOBILE FOOD SERVICE UNIT SUMMARY

Contractor Address Contract #	Unit ID #	Dispatch Acceptance Quantities (Meal Period)		Maximum Serv Cap per Hour Contr Min is 350	Designated Dispatch Point (DDP) Available Dates	Meal Type	*Regular Meals		*Hot Can Meals		*Cold Can Meals		Mileage Rate**	Reloc Fee
		Min	Max				Less than 200	200 or more	Less than 200	200 or more	Less than 200	200 or more		
Stewart's Firefighter Food Catering, Inc. 732 NW Maple P.O. Box 818 Redmond, OR 97756 53-024B-9-2058 <u>Emergency - call first</u> 541/947-3394 - <u>Dispatch Only</u> 541/923-6936 - Office 541/923-6935 - Tom Stewart FAX: 541/548-2281	SK-102	100	1800	400	<u>Boise, ID</u> 06/01-09/30	Break	\$ 12.85	\$ 11.50	\$ 13.45	\$ 11.65	\$ 16.75	\$ 14.45	\$ 15.60	\$ 600
	SK-103	100	1800	400	<u>Boise, ID</u> 06/01-09/30	SL	\$ 19.00	\$ 16.30	-	-	-	-		
						Dinner	\$ 19.25	\$ 17.55	\$ 20.90	\$ 18.00	-	-		
	SK-101	100	1800	400	<u>Lakeview, OR</u> 06/15-09/30	TOTAL	\$ 51.10	\$ 45.35	\$ 34.35	\$ 29.65	\$ 16.75	\$ 14.45		
* Combination of Regular & Hot/Cold Can Breakfast & Dinner Meals determine the total number of meals served for that particular meal period to determine more than/less than meal price.														
** Total for all vehicles that comprise the Kitchen Unit														
(DDP) Boise, ID - Base of Operations: Meridian, ID (DDP) Lakeview, OR - Base of Operations: Lakeview, OR														

Optional Refrigerated Storage Units							
Unit ID #	Length	Ordered at Time of Dispatch		Ordered Subsequent To Time of Dispatch		Voluntarily Delivered /Subsequently Ordered	
		Usage	Mileage	Usage	Mileage	Usage	Mileage
Optional Refrigeration Storage Unit Space \$1.35 per square foot - When Available							

Optional Water Vehicles (WV) / Handwashing Stations (HWS)							
Unit ID #	Gal/Cap Sink(s)	Ordered at Time of Dispatch		Ordered Subsequent To Time of Dispatch		Voluntarily Delivered /Subsequently Ordered	
		Usage	Mileage	Usage	Mileage	Usage	Mileage
SWV-192	1000	\$ 455.00	\$ 5.20	\$ 455.00	\$ 5.85	\$ 550.00	
SH-101	4/4	\$ 455.00	\$ 5.20	\$ 455.00	\$ 5.85	\$ 455.00	
SH-102	3/3	\$ 455.00	\$ 5.20	\$ 455.00	\$ 5.85	\$ 455.00	
SH-103	383	\$ 455.00	\$ 5.20	\$ 455.00	\$ 5.85	\$ 455.00	

Required Vehicle Identification Numbers (VIN)

Stewart's Firefighter Food Catering, Inc. - continued

Kitchen		Tractor (Optional)		Other		Other		Optional Refrigerators/Water Vehicles/Handwashing Stations	
Unit	VIN Number	Unit	VIN Number	Unit	VIN Number	Unit	VIN Number		
SK-101B	3438	SK-101A	4214	101D	0001 UTILITY COMM.				
		SK-101C	8397	101E	5238 GMC TOP KICK				
				101F	40612 WATERBALL				
				101H	3949 HOUSE TRAILER				
				101V	4515 FORD 1 TON VAN				
				101R	6330 FORD P/U				
				101G	8707 INTERSTATE TRAILER				
SK-102B	42710	SK-102A	5092	102D	1206 COMET COMM				
		SK-102C	7954	102E	5802 GMC TOP KICK				
				102F	4320 WATERBALL				
				102I	7792 GMC 350				
				102J	8708 INTERSTATE TRAILER				
				102S	2480 FORD 3/4 TON VAN				
				1027T	8088 BACK-UP GEN				
SK-103B	43409	SK-103A	3778	102G	30262 FORD F-550				
		SK-103C	8399	102H	8DD0 SUPERGOOSE				
				103D	8010 UTILITY COMM				
				103G	9585 FORD 1 TON VAN				
				103K	8862 BACK-UP GEN				
				103E	6130 GMC TOP KICK				
				103F	4752 WATERBALL				
SK-104B	8389			103J	59524 FORD F-350				
				103H	8709 INTERSTATE TRAILER				
		SK-104J	5090	104D	5885 WATERBALL				
		SK-104K	4501	104L	3002 UTILITY COMM				
<u>Key Personnel</u>		<u>Unit Number</u>		<u>Key Personnel</u>		<u>Unit Number</u>			
Thomas F, Stewart		Over all supervision of all units		Anita A. Hyde		SK-101			
Randall W. Hyde		Over all supervision of all units		Dave Pena		SK-102			
Sonja Axelrod		Assist All Units		Michael Kramer		SK-103			

5. SCHEDULE G

SUPPLEMENTAL FOODS AND BEVERAGES (OPTIONAL)

Offeror: **Stewart's Firefighter Food Catering, Inc**

Fill out the following prices for Supplemental Foods & Beverages that your company may wish to supply at an incident.

ITEM	UNIT	UNIT PRICE
Beverages		
A. Juices (48/case)	case (5-6 oz.)	\$ 21.45
B. Milk (48/case)	case (8 oz.)	\$ 19.25
C. Gatorade	ounce	\$ 0.05
D. Coffee**	gallon	\$ 6.95
E. Hot Chocolate**	gallon	\$ 6.95
F. Tea** (ice or hot)	gallon	\$ 6.95
G. Bottled Water	ounce	\$ 0.10
Prepackaged Snacks		
H. Trail Mix	ounce	\$ 0.40
I. Granola Bars	ounce	\$ 0.20
J. Salted Peanuts	ounce	\$ 0.40
K. Salted Mixed Nuts	ounce	\$ 0.95
L. Yogurt	ounce	\$ 0.10
Fruit		
M. Apples (minimum 100 count)	case	\$ 31.05
N. Oranges (minimum 80 count)	case	\$ 20.35
O. Dried Apricots (Prepackaged)	ounce	\$ 0.50
P. Dried Prunes (Prepackaged)	pound	-
Q. Banana Chips (Prepackaged)	pound	-
R. Bananas	pound	\$ 0.35
Miscellaneous		
S. Soup for 25 people	gallon	\$ 12.85
T. Stew for 25 people	gallon	\$ 21.45
U. Dinner Rolls (wheat/white)	rolls	\$ 5.35
V. Ice	pound	\$ 0.25
W. Ground Coffee	pound	\$ 7.90

** outside of dining area

ITEMS NOT LISTED AND PRICED ABOVE MAY NOT BE NEGOTIATED ON SITE BY THE FOOD UNIT LEADER.

2002 MOBILE FOOD SERVICE UNIT SUMMARY

Contractor Address Contract #	Unit ID #	Dispatch Acceptance Quantities		Maximum Serv Cap per Hour	Designated Dispatch Point (DDP) Available Dates	Meal Type	*Regular Meals		*Hot Can Meals		*Cold Can Meals		Mileage Rate**	Reloc Fee
		Min	Max	Contr Min is 350			Less than 200	200 or more	Less than 200	200 or more	Less than 200	200 or more		
Z-Best Company 1860 Pinedale Street Medford, OR 97504	K-1	200	1200	350	<u>Billings, MT</u> 06/01-09/30	Break SL Dinner	\$ 11.95 \$ 13.30 \$ 20.05	\$ 10.70 \$ 12.15 \$ 18.75	\$ 12.60 - \$ 20.05	\$ 11.20 - \$ 18.60	\$ 10.70 - -	\$ 10.70 - -	\$ 12.35	\$ 600
53-024B-9-2059 <u>Jim Zundel</u> 541/944-7159 or 3458 541/779-2159 - Home 541/772-9828 - FAX <u>Brad Zundel</u> 406/670-6824 - Cell 406/652-3892 - Home 406/656-9616 - Dispatch	K-2	200	1200	350	<u>Bend, OR</u> 06/15-09/30	TOTAL	\$ 45.30	\$ 41.60	\$ 32.65	\$ 29.80	\$ 10.70	\$ 10.70		
e-mail: zbest@mind.net or kylec@mind.net														
* Combination of Regular & Hot/Cold Can Breakfast & Dinner Meals determine the total number of meals served for that particular meal period to determine more than/less than meal price.														
** Total for all vehicles that comprise the Kitchen Unit														
(DDP) Billings, MT - Base of Operations: Billings, MT						(DDP) Bend, OR - Base of Operations: Bend, OR								

Optional Refrigerated Storage Units							
Unit ID #	Length	Ordered at Time of Dispatch		Ordered Subsequent To Time of Dispatch		Voluntarily Delivered /Subsequently Ordered	
		Usage	Mileage	Usage	Mileage	Usage	Mileage
NONE							
Optional Refrigeration Storage Unit Space \$1.00 per square foot							

Optional Water Vehicles (WV) / Handwashing Stations (HWS)							
Unit ID #	Gal/Cap Sink(s) Faucet(s)	Ordered at Time of Dispatch		Ordered Subsequent To Time of Dispatch		Voluntarily Delivered /Subsequently Ordered	
		Usage	Mileage	Usage	Mileage	Usage	Mileage
NONE							

Required Vehicle Identification Numbers (VIN)

Z-Best Company - continued

Kitchen		Tractor (Optional)		Other		Optional Refrigerators / Water Vehicles / Handwashing Stations			
Unit	VIN Number	Unit	VIN Number	Unit	VIN Number	Unit	VIN Number	Unit	VIN Number
K-1	273794	T-1	VG6M113X6CB061676	SR-1	2HTAF19E0BCA20158	NONE			
				W-1	F61EVA75198				
				R-1	1TDR35023BA052173				
				S-1	MAR433910				
				UT-1	46UFU1623L1014591				
K-2	253006	T-2	VG6M113X0CB061365	SR-2/W-2	7L47164011				
				R-2	1TDR35021BA052182				
				S-2	26308				
				UT-2	46UFU1625L1014592				

Key Personnel

Jim Zundel or Brad Zundel
Brad Zundel or Jim Zundel

Unit Number

K-1 or K-2
K-1 or K-2

Key Personnel

Kyle Cawthorne
Rawley Wyatt

Unit Number

K-1 or K-2
K-1 or K-2

5. SCHEDULE G

SUPPLEMENTAL FOODS AND BEVERAGES (OPTIONAL)

Offeror: **Z-Best Company**

Fill out the following prices for Supplemental Foods & Beverages that your company may wish to supply at an incident.

ITEM	UNIT	UNIT PRICE
Beverages		
A. Juices (48/case)	case (5-6 oz.)	\$ 25.15
B. Milk (48/case)	case (8 oz.)	\$ 16.60
C. Gatorade	ounce	\$ 0.05
D. Coffee**	gallon	\$ 7.50
E. Hot Chocolate**	gallon	\$ 7.50
F. Tea** (ice or hot)	gallon	\$ 7.50
G. Bottled Water	ounce	\$ 0.05
Prepackaged Snacks		
H. Trail Mix	ounce	\$ 0.50
I. Granola Bars	ounce	\$ 0.50
J. Salted Peanuts	ounce	\$ 0.50
K. Salted Mixed Nuts	ounce	\$ 0.70
L. Yogurt	ounce	\$ 0.15
Fruit		
M. Apples (minimum 100 count)	case	\$ 28.95
N. Oranges (minimum 80 count)	case	\$ 26.80
O. Dried Apricots (Prepackaged)	ounce	\$ 0.20
P. Dried Prunes (Prepackaged)	pound	\$ 0.20
Q. Banana Chips (Prepackaged)	pound	\$ 0.20
R. Bananas	pound	\$ 0.90
Miscellaneous		
S. Soup for 25 people	gallon	\$ 16.05
T. Stew for 25 people	gallon	\$ 21.45
U. Dinner Rolls (wheat/white)	rolls	\$ 3.05
V. Ice	pound	\$ 0.25
W. Ground Coffee	pound	-

** outside of dining area

ITEMS NOT LISTED AND PRICED ABOVE MAY NOT BE NEGOTIATED ON SITE BY THE FOOD UNIT LEADER.

PART I - THE SCHEDULE
SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GENERAL REQUIREMENTS

1.1 Scope of Contract

- 1.1.1 The intent of this solicitation and any resultant contract is to obtain services of Mobile Food Service units to provide tasty, well balanced hot and special meals, sack lunches, and hot and cold can meals, and supplemental items at various field locations during wildland fire and other types of activities throughout the contiguous western United States and Alaska. For the Alaska contracts, the Mobile Food Services are for road accessible incidents and the services include Fresh Food Boxes (see Section J, Attachment J.9, Fresh Food Boxes). The Contract is available for use by the Forest Service and other cooperating Federal and State Agencies, hereinafter referred to as the Government.
- 1.1.2 The Mobile Food Service is to include all phases of food preparation and food serving normally associated with the trade. Such service shall include, but is not necessarily limited to, complete management, control, purchase, receipt, storage, issue, handling, processing, packaging, preparation, food serving, and clean up (refer to C 1.4). All meals shall be served by Contractor personnel with the exception of the salad bar and the optional service, dessert, and condiment bars, which may be self-service. Sack lunches and hot can meals are delivered to the Government at the incident camp (not remote or spike camps) when ordered and Fresh Food Boxes are delivered to a designated Government location (see Section J, Attachment J.9, Fresh Food Boxes).
- 1.1.3 When the use of contract Mobile Food Service is needed for wildland fire activities in the western United States and Alaska, the Government is obligated to purchase such quantities as may be needed from the National Mobile Food Service Contractors to fill all requirements when more than 600 meals are anticipated (for the duration of the incident) and the National Contractors are reasonably available. National Mobile Food Service Contractors will be given the opportunity to provide three meals per day unless other arrangements are mutually agreed to by the Contracting Officer. When the use of mobile food service is needed for other types of activities, the Government may use the National Mobile Food Service contracts at its option.
- 1.1.4 The Government at its option, may order hot meals and/or cold breakfasts to be prepared and placed in Government furnished cans (Combination Hot Food/Drink Containers NFES 0073). In Alaska, the Government, at its option, may order Fresh Food Boxes without mobilizing the Mobile Food Service unit to a road accessible incident.
- 1.1.5 The Government, at its option and by mutual consent of the Contractor, may also order supplemental foods and beverages, potable water vehicle(s), refrigeration storage unit(s), and/or hand washing stations as shown and at the rates offered in Section B.

1.1.6 Due to the sporadic occurrence of incident activity, the Government DOES NOT GUARANTEE placement of any orders for service and:

- 1.1.6.1 The Contractor is not obligated to accept orders if written notification has been made to the Government in advance of the placement of an order that he/she is unavailable.
- 1.1.6.2 If advance notification has not been made, the Contractor is obligated to perform during the periods of time stated in Section B in accordance with the terms and conditions stated herein for the duration of the incident. Once the incident has begun to demobilize, the Contractor is not obligated to stay beyond three days after the Food Unit Leader (FDUL) has determined that the numbers are below 100 people at the incident. The Contractor must inform the Contracting Officer's Representative (COR) in writing of his/her intent not to stay beyond the three day period within 6 hours of being notified by the FDUL.
- 1.1.6.3 When one Mobile Food Service Unit has been ordered for an incident, and the Contractor is providing acceptable service and the demand of the incident food needs exceed the capability of the Mobile Food Service Contractor, the Government shall either order another Mobile Food Service Unit or provide alternative means for feeding the personnel. If a second Mobile Food Service Unit is ordered for the same incident base site, the Contractor currently servicing the incident may be given the first opportunity to supply a second Mobile Food Service Unit at the discretion of the Government if the Contractor has another unit approved on the contract and it is reasonably available.

1.2 Government-Furnished Property

The Government shall deliver to the Contractor the following Government-furnished property (see Section 1, Contract Clauses):

- 1.2.1 Garbage cans and liners (for use outside the Mobile Food Service unit defined in C.3).
- 1.2.2 Approved single-use, disposable Combination Hot Food/Drink Containers (NFES 0073) when hot or cold meals are ordered. Openers for the Containers (NFES 0673) shall also be provided.

- 1.2.3 Containers for grease disposal when the Contractor does not have adequate or appropriate used containers with lids (as approved by the FDUL).
- 1.2.4 Invoices, supplemental invoices, and evaluation books shall be ordered by the benefiting user at the fire Incident as needed. Contractors should notify the FDUL when forms are needed so the FDUL may ensure that the order is properly made at the Incident. An office copy and one copy for each mobile kitchen unit of the contract shall be provided upon contract award and each contract renewal period.
- 1.2.5 For Alaska locations - Fresh Food Boxes to hold the food items (see Section J, Attachment J.9, Fresh Food Boxes).

1.3 Government Furnished Services

- 1.3.1 Waste Products - The Government shall arrange for pick up and disposal of all waste products.
- 1.3.2 Gray Water - The Government shall arrange for removal of waste water from the Contractor's holding facilities.
- 1.3.3 Dust Control - The Government shall provide for dust control for the kitchen and serving area.
- 1.3.4 Potable Water - The Government shall deliver potable water to the kitchen unit after the first 200 gallons furnished by the Contractor is used. The Government shall also deliver potable water to the hand washing stations if ordered by the Government.
- 1.3.5 Refrigeration - When the Government has taken delivery of sack lunches or supplemental foods and beverages, it shall arrange for refrigeration and shall not require the Contractor to furnish refrigeration for such items.
- 1.3.6 Meal Count
 - 1.3.6.1 The Government shall provide a person to count the number of hot meals (including hot special meals) being served. These counts shall be done by head count at the serving lines (plate count may be used as a back up if approved in advance by the COR or FDUL). Any other methodology, such as formulas, percentages, and Incident Resource Locator Cards, etc., is inappropriate for determining meal counts.

- 1.3.6.2 The number of meals counted shall be recorded on NFES 1276-A, Daily Meal Order/Invoice, Mobile Food Service, reconciled with the Contractor, and signed by the FDUL and Contractor at the end of each meal.

1.3.7 Health Authority Notification

When the Mobile Food Service Unit is dispatched to an Incident, a Government representative may notify local Health authorities of the time and location of services to be performed.

1.3.8 Fuel Tender

The Government shall allow the Contractor to use a Government fuel tender when available. Any costs of services/supplies shall be deducted from payments due the Contractor on the Form 1276-B, Daily Meal Order/Invoice Continuation Sheet.

1.3.9 Government Escort

When it is difficult for a Contractor to locate an Incident, the Government will give the Contractor directions to a designated site that can be easily found such as a Ranger Station, District Office, fork in the road, etc. From that site, the Government will provide an escort to the Incident.

1.3.10 Showers

When Mobile Shower Facilities are available, Contractor personnel may use the shower without charge.

1.4 Contractor Furnished Equipment, Supplies, and Personnel

The Contractor shall furnish the following:

- 1.4.1 All labor to include, but not limited to, complete management, control, transport, purchase, receipt, storage, issue, set up, handling, processing, packaging, preparation, food serving and cleanup at the kitchen and eating area site,
- 1.4.2 All food and condiments,
- 1.4.3 All cooking and serving equipment, serving utensils, eating dishes, and supplies. Eating dishes shall be paper with the exception of cups. All cold drink, cups shall be 12-ounce or 16-ounce cups. Cups for hot drinks may be paper or polystyrene foam. If the cups are made of foam, they must be manufactured from FDA sanctioned hydro-chlorofluorocarbons (HCFC) blowing agents,

- 1.4.4 All appropriate eating utensils (factory sealed in plastic, at least of medium weight) and serving utensils for meals at the Incident camp,
- 1.4.5 Disposable eating utensils (factory sealed in plastic, at least of medium weight) and serving utensils (factory sealed in plastic, wrapped in plastic wrap, or put in plastic bags) for hot or cold can meals at remote camps, (or "spike" camps),
- 1.4.6 A small weighing scale for spot-check of minimum weight requirements,
- 1.4.7 Hot and cold food thermometers for monitoring of food temperatures,
- 1.4.8 Food-grade plastic gloves for food service personnel,
- 1.4.9 Current test strips for checking dish washing sanitizing solution,
- 1.4.10 Phosphate-free, antibacterial liquid soap and paper towels for hand washing facilities,
- 1.4.11 Waterproof tent(s) for the eating area(s) that are able to accommodate a minimum of 150 persons comfortably,
- 1.4.12 Separate, sturdy, smooth tables, and seating (in good condition) that will not collapse, for an eating area that accommodates a minimum of 150 people comfortably,
- 1.4.13 Adequate lighting for the serving and eating areas,
- 1.4.14 Fly-proof/insect protection for all outer openings of the temporary food establishment (as defined in the Food Code), including tents,
- 1.4.15 Garbage cans and liners for inside the kitchen unit,
- 1.4.16 All fuel and electricity for the kitchen, serving area, and eating area,
- 1.4.17 Refrigeration and freezer units for the storage of meats and other perishables (See C 3.1.2),

- 1.4.18 Potable water storage capacity of a minimum of 200 gallons (see C 3.1.3) and initial supply of 200 gallons of potable water,
- 1.4.19 Gray water storage capacity of a minimum of 500 gallons (see C 3.1.1.9),
- 1.4.20 Living accommodations and meals for Contractor's personnel. Sleeping accommodations shall be a reasonable distance from the kitchen area,
- 1.4.21 Adequate fire extinguishers meeting current Occupation Safety and Health Act (OSHA), National Fire Protection Association 10,
- 1.4.22 Separation and rinsing of kitchen recyclable materials by type (i.e., glass in one container, plastic in another, aluminum in still another, etc.), when the Government is recycling on an Incident,
- 1.4.23 One industrial-type can opener (not household type).

NOTE: It is recognized that during times of emergencies, the Contractor may not be able to furnish some required items. The Government may furnish items to the Contractor and deduct the cost from payments due on the Form 1276-B, Daily Meal Order/Invoice Continuation Sheet.

1.5 Contractor Responsibilities

The Contractor is expected to perform in a professional manner; to be courteous and cooperative; and have a positive, helpful attitude at all times. Some specific Contractor responsibilities are listed below:

- 1.5.1 Furnish services as stated in Section B, The Schedule,
- 1.5.2 Contain all grease products,
- 1.5.3 Provide equipment in fully operational (includes all fuel, oil, preventive maintenance, and repair) condition. All items broken in transit shall be repaired promptly,
- 1.5.4 Record, in a logbook, the minimum and maximum temperatures inside refrigerator units. The temperatures shall be recorded a minimum of three times per day (at least 6 hours apart), at some time between 6:00 a.m. and 11:00 p.m.,

- 1.5.5 Immediately report to the COR or FDUL to verify setup location, etc., upon arrival at the Incident site.
- 1.5.6 Maintain all facilities used for meal preparation, serving, and cleanup in a sanitary condition in accordance with the current Food Code issued by the U.S. Department of Health and Human Services, U.S. Public Health Service, Food and Drug Administration. A current copy of the Food Code shall be accessible in each kitchen unit.
- 1.5.7 Ensure that employees are neat and clean in fact as well as in appearance. All employees shall wear identification that distinguishes the company represented. All food service employees shall wear at all times hair restraints (hair nets or caps or other restraint) (long hair hanging out of caps without some type of restraint is not acceptable), aprons, and other apparel required by the Food Code. Single-use, food-grade gloves shall be worn when serving meals.
- 1.5.8 Ensure that employees cooking or handling food are free of communicable diseases. The Contractor shall train employees in the importance of hand washing as a means of preventing the spread of infection (see Section J).
- 1.5.9 Ensure that each Mobile Food Service Unit Manager and Supervisory Cook has a Certificate of Completion for food service management, handling, and sanitation training issued by either the Center of Occupational and Professional Assessment, Educational Test Service, Food Protection Certification Program, Rosedale Rd., Princeton NJ 08541, 609/921-9000; or the Educational Foundation of the National Restaurant Association, 250 S. Wacker Dr., Ste. 1400, Chicago IL 60606, 312/715-1010. Training may also be received from Northwest Consulting, PO Box 535, Meridian, ID 83642, 208/888-9798. In Alaska training may be received from the Alaska Department of Environmental Conservation (ADEC), Fairbanks Office, ADEC, 610 University Avenue, Fairbanks, AK 99709, 907/451-2360 or Anchorage Office, ADEC, 555 Cordova, Anchorage, AK 99501, 907/269-7500.

The Food Service Manager shall be responsible for training all employees in food preparation, handling, packaging, food serving, and cleanup requirements. A Food Service Unit Manager or designated representative shall be available at the fire Incident at all times. Any representative shall be designated in writing and have all of the certifications, training, and authority of the Mobile Food Service Unit Manager.

- 1.5.10 Provide equipment and operate in accordance with all current Federal, State, local laws or standards; OSHA regulations; the National Electrical Code (NEC); the Uniform Plumbing Code (UPC); Federal and State potable water codes; the current Food Code issued by the U.S. Department of Health and Human Services; U.S. Public Health Service, Food and Drug Administration; and other contractual requirements stated herein.

- 1.5.11 Ensure that no alcoholic beverages and/or controlled substances are taken to the Incident, used by, or furnished to any person at the Incident. There shall be no use of tobacco products in the immediate area of food preparation or serving.
- 1.5.12 Ensure that only those Contractor employees essential to the mission remain at the Incident.
- 1.5.13 Provide employees to maintain all self-service bars. A minimum of one employee shall monitor and maintain the salad bar during the entire meal period.
- 1.5.14 Ensure that all marking and packaging requirements are met in accordance with Section D.
- 1.5.15 Ensure general cleanup that shall include, at a minimum, cleaning tables and chairs regularly; tightly binding and promptly moving trash from around the eating area and Contractor equipment to designated areas (within a reasonable distance for sanitation purposes) adjacent to the Mobile Food Service unit as designated by the FDUL; and other similar tasks to ensure that the Mobile Food Service unit premises and eating areas are kept clean.
- 1.5.16 Ensure that all Contractor personnel receive initial and refresher harassment training and that they understand the Government policies.
- 1.5.17 Have copies of the contract and required forms with each Mobile Food Service unit.
- 1.5.18 All food shall be prepared and cooked inside enclosed systems, which include the kitchen unit(s) (as defined in 3.1.1.1a) and enclosed coffee systems, except food may be cooked and served from approved outdoor barbecues. Tents and other equipment that do not contain parts that keep the food products protected from the open elements are not enclosed systems. All hot food, with the exception of beverages, shall be served from the kitchen unit(s), also.

NOTE: Violation of any one or combination of the above requirements may result in suspension or partial/complete termination of the Contractor's Mobile Food Service contract.

C.2 ORDERING, RELOCATING, REDUCING, RELEASING, REASSIGNING, AND CANCELING PROCEDURES

2.1 Procedure for Placing Orders for a Mobile Food Service Unit

The Government has contracts with several firms for Mobile Food Services and will utilize the Contractor located at the Designated Dispatch Point closest to the Incident as determined by using the Rand McNally Road Atlas© or the latest version of Microsoft Expedia Streets & Trips©, providing that the equipment meets the Incident's needs and that required time frames can be met. When more than one Contractor is awarded the same Designated Dispatch Point and physically located at their Base of Operations, the first Contractor dispatched will be the one with the earliest availability dates; if both Contractors have the same availability dates, the Contractor with the lowest rates will be dispatched first. If the availability dates and rates are the same, dispatch will be done on a rotation basis, provided that incident needs can be met. Once the rotation is implemented, it will continue through out the life of the contract.

The beginning/ending availability dates in Section B for each location are periods of time Contractors and all equipment (including optional equipment) are required to be available to perform mobile food services. However, the Government shall still offer dispatches to the closest available Contractor located at their designated Base of Operations whether inside or outside those dates. When a Contractor's unit has been moved from its designated Base of Operations, outside the stipulated availability dates, the unit will not be considered available for dispatch until all remaining units located at their designated Base of Operation have been committed, are unavailable, or cannot meet the incident's needs or required time frames.

The Contractor's Base of Operations is the contractually approved physical location (within the specified mile radius of the Designated Dispatch Point) for ALL Contractor equipment to be kept within the defined availability dates.

2.1.1 Orders

All orders with the exception of Alaska orders, shall be placed by the National Interagency Coordination Center (NICC), National Interagency Fire Center (NIFC), regardless of the jurisdictional location of the Incident. For the Alaska contracts, all orders for Mobile Food Services shall be placed by the Alaska Interagency Coordination Center (AICC), regardless of the jurisdictional location of the incident. Orders for Fresh Food Boxes shall be placed by the designated Ordering Officers at the AFS Issuing Warehouse or the Department of Natural Resources, Division of Forestry in Fairbanks, Alaska.

2.1.2 Release and/or Reassignment

2.1.2.1 When a Contractor's unit has been released from an Incident, it may remain on site or in the nearest town up to twenty-four (24) hours in available status for rest and relaxation (R & R). After this time, it must return to the unit's Designated Base of Operations or be reassigned, unless otherwise approved by the Contracting Officer.

2.1.2.2 All reassignments of the Mobile Food Service units will be done by the NICC or AICC.

2.1.2.3 Reassigned En route

When a Contractor's unit is reassigned en route to an Incident, the Contractor is obligated to report to the reassigned Incident.

2.1.3 Need for Additional Mobile Food Service Unit(s) at an Incident

2.1.3.1 The Contractor may voluntarily bring additional kitchen equipment to an Incident to support an existing assigned mobile kitchen unit to a specific camp provided that it meets all health and safety standards and other contract terms and conditions. No mileage or usage fees shall be paid. However, those Mobile Food Service units approved in Section B may not be voluntarily moved from a Designated Base of Operations without prior approval from NICC or AICC.

2.1.3.2 If an additional Mobile Food Service unit is ordered for the same Incident camp site, the Contractor currently servicing the Incident may be given the first opportunity to supply a second Mobile Food Service unit if the Contractor has another unit approved on the Contract and if that second unit is reasonably available.

2.1.4 Information Required by NICC or AICC When Placing Orders

Persons ordering Mobile Food Services shall furnish the following information to NICC or AICC:

2.1.4.1 The Resource Order Number, Request Number, and name of Incident.

2.1.4.2 The exact location of designated site where the Contractor can meet a Government representative for escort or further instructions to the Incident.

2.1.4.3 The estimated number of persons to be fed for the first three (3) meals.

2.1.4.4 The name, title, and phone number of person to contact for further information.

2.1.4.5 The name and title of the person to contact at the Incident.

2.1.4.6 The Food Service Request.

2.1.5 Contractor Lead Time After an Order Has Been Placed by NICC or AICC.

The Contractor shall be allowed the following lead time after an order has been placed by NICC or AICC for reporting to an incident and be ready to serve the first meal:

2.1.5.1 Four (4) hours loading or mobilization time,

2.1.5.2 One (1) hour for each 35-mile distance (normally on paved road) from the Designated Base of Operations to the designated site or escort location. When the Contractor agrees to a shorter delivery schedule at the time the order is placed by NICC or AICC, he/she is obligated to perform in accordance with the agreed upon schedule.

2.1.5.3 The time to travel from the designated reporting location (such as a Ranger Station, District Office, fork in the road, etc.) to the incident depending upon the road conditions,

2.1.5.4 Two (2) hours Mobile Food Service Unit set-up time after a mutually agreeable site at the incident has been established. The COR or a designated representative shall make the final decision on the location of the site if agreement can't be reached.

2.2 Procedure for Canceling or Releasing/Reassigning a Mobile Food Service Unit

A Mobile Food Service Unit may be canceled at any time prior to any meals being served or released at any time after serving has begun.

2.2.1 Canceling a Mobile Food Service Unit

Notice of cancellation will be provided to the Contractor by the NICC located at NIFC or AICC.

2.2.2 Releasing/Reassigning a Mobile Food Service Unit

Releases for Mobile Food Service Units shall go through established dispatch channels. The NICC or AICC shall be notified of the release through these channels. A Contractor shall contact the local Dispatch Center to confirm his/her status of release or reassignment. Releases shall normally be done on a first-in, last-out basis unless the incident needs dictate otherwise, or to do so would cause unnecessary equipment relocation.

2.3 Procedure and Times for Ordering Hot Meals and Sack Lunches and Hot or Cold Can Meals at the Incident

2.3.1 Orders for hot and special meals, sack lunches, hot and cold can meals, and the times to be served shall be placed by the COR or FDUL and documented in writing on Form 1276-A. Except for the initial Food Service Request, no other persons are authorized to place orders.

2.3.2 The Contractor shall be notified of the anticipated number of hot meals, sack lunches and hot and cold can meals, at least six (6) hours before the time to be served or delivered. (Four hours for frozen sandwiches/frozen entrees in sack lunches).

2.3.3 It is imperative that hot meals, sack lunches, and hot and cold can meals be served or delivered at the times ordered because of the emergency nature of firefighting. Failure on the part of the Contractor to meet the meal or sack lunch schedule may result in a reduction in the contract meal prices, suspension and/or termination of services.

2.3.4 The contractor shall be notified of the anticipated number of Fresh Food Boxes by receipt of a Resource Order.

2.4 Procedure for Ordering Supplemental Foods and Beverages and Fresh Food Boxes

2.4.1 Optional Supplemental Foods and Beverages listed in Section B may be ordered by the COR or FDUL subject to mutual agreement of the Contractor. Orders for Supplemental Foods and Beverages must be approved in advance, inventoried upon delivery, and accepted by the COR or FDUL. Voluntary price reductions may be offered by the contractor and accepted by the COR or FDUL. All voluntary price reductions should be noted on Form 1276-B, Daily Meal Order/Invoice Continuation Sheet in the remarks section. No price increases or purchase of items not shown in the supplemental Food and Beverages list shall be negotiated or approved by the COR or FDUL.

2.4.2 Fresh Food Boxes listed in Section B, as described in Section J, Attachment J.9, Fresh Food Boxes, may be ordered using Block 30 on Form 1276-B, Daily Meal Order/Invoice Continuation Sheet.

2.5 Procedure for Canceling and Reducing Hot Meal Orders

Any cancellation or reduction in hot meals must be made five (5) hours in advance of serving time.

2.6 Procedure for Canceling and Reducing Sack Lunch Orders

2.6.1 Any cancellation or reduction in sack lunches must be made as soon as practical after an order has been placed.

2.6.2 Once an order for sack lunches has been placed, the Government shall purchase the number of sack lunches completed when a cancellation or reduction occurs.

2.6.3 The Contractor may be required to refrigerate sack lunches ordered until the originally specified delivery time.

2.6.4 In the event that the Contractor proposes to furnish sack lunches using frozen items, any sack lunches that could be utilized at a later date shall not be purchased and will remain the property of the Contractor.

2.7 Procedure for Relocating a Mobile Food Service Unit at an Incident

2.7.1 After a Mobile Food Service Unit has arrived and set up at an incident, the Government may have a need to relocate the Mobile Food Service Unit to another location on the same incident, which entitles the Contractor to a Relocation Fee (in addition to mileage).

2.7.2 Reassignment of the Mobile Food Service Unit to another incident is not considered a relocation.

2.8 Procedure for Ordering or Canceling and Releasing Optional Potable Water Vehicles, Refrigeration Storage Units and/or Hand Washing Stations

2.8.1 Ordering

2.8.1.1 The Government may have the need to order optional potable water vehicles, refrigeration storage units, or hand washing stations offered in Section B. If so, the same procedure will be followed as that used when ordering a Mobile Food Service Unit through NICC.

2.8.1.2 If the Contractor voluntarily brings this optional equipment to an incident with the Mobile Food service Unit and the Government has a need at that time for one or more of the units, the Government may exercise the option to order these units.

2.8.1.3 Deleted in it's entirety.

2.8.2 Canceling and Releasing

Potable water vehicles, refrigeration storage units and hand washing stations may be canceled at any time prior to reaching an incident or released at any time after service has begun.

C.3 EQUIPMENT REQUIREMENTS

3.1 Mobile Food Service Unit

A Mobile Food Service Unit meeting all standards cited in C.1.5.10 shall consist of a kitchen unit where the main cooking is done and all peripheral pieces of equipment and trailers necessary to support the kitchen unit (such as dry good trailers, refrigeration units, sleep trailers, etc.). Each Mobile Food Service Unit shall be capable of feeding 1,200 persons at the minimum rate of 350 persons per hour. Listed below are the minimum equipment requirements for a Mobile Food Service Unit.

3.1.1 Kitchen Unit (Including All Peripheral Equipment)

3.1.1.1 General

- a. The kitchen unit shall be fully enclosed except when serving at the serving window (service opening shall not be larger than what is necessary to accommodate efficient serving). All doors and major openings shall be screened using 16 mesh to the inch or greater screens, properly designed and installed air curtains, or other effective means in accordance with the current Food Code issued by the U.S. Department of Health and Human Services, U.S. Public Health Service, Food and Drug Administration.

All equipment shall be sealed to the floor to prevent moisture from getting under the equipment or be raised at least 6" off the floor by means of an easily cleanable metal leg(s) and foot (feet).

- b. Equipment, including the interior of cabinet units or compartments, shall be constructed so as to have smooth, easily accessible, and easily cleanable surfaces. Equipment surfaces shall be free from channels, crevices, flanges, ledges, sharp or jagged edges, and other cleaning obstructions.

- c. Unfinished wooden surfaces are not permitted.
- d. Food contact surfaces shall be constructed of metal, high-pressure laminated plastics, wooden cutting boards, or laminated hardwood that are in compliance with the current Food Code issued by the U.S. Department of Health and Human Services, U.S. Public Health Service, Food and Drug Administration. These surfaces must be kept free of cracks, cuts, and other obstructions that would interfere with proper cleaning. (Wooden boards will be washed with hot, soapy water after each use. Plastic boards will be cleaned with a solution of 2 tsp bleach and 1 quart water).
- e. All pipes, fittings, or hoses shall comply with the appropriate codes. All equipment shall preserve the potable water quality throughout the kitchen unit and peripheral equipment where water is stored and used. No galvanized pipe, fittings, or fixtures are allowed. Space around pipes, conduits, or hoses that extend through cabinets, floors, or outer walls shall be sealed. The seal shall be smooth and easily cleanable.
- f. Light bulbs, tubes, etc., shall be covered with completely enclosed plastic safety shields, approved shatterproof type bulbs or the equivalent. Light fixtures shall be installed so as to not constitute a hazard to personnel or food materials. All electrical receptacles not dedicated will be ground fault protected.
- g. All food shall be prepared inside the kitchen unit(s) (as defined in 3.1.1.1 a) except for food prepared on approved outside barbecues. All hot food, with the exception of beverages, shall be served from the kitchen unit(s) also.

3.1.1.2 Steam Table (Electric or Gas)

Steam tables shall be capable of holding at least 4 full sized hotel pans (12" x 20"). The unit shall be able to maintain hot food at a minimum of 140 degrees F. The unit shall be used for serving only (not food preparation or reheating foods).

3.1.1.3 One (1) Three-Compartment Metal Sink

The sink shall be located in a manner that prevents the materials being washed from being exposed to outside elements (dirt, flies, etc.)

- a. The sink shall be equipped with continuous gravity flow or pressurized hot (120 degrees F) and cold running water.

- b. The minimum dimensions of each compartment shall be 18" wide x 20" long x 12" deep (inside dimensions) or equivalent volume. The sink dimensions must accommodate the cooking pans being utilized.
- c. The sink shall be equipped with a mixing faucet capable of servicing any sink compartment.
- d. The sink shall have smooth sanitary drain boards or equivalent drying area shall be available.

3.1.1.4 Hand Washing Facilities

- a. Hand washing facilities shall be provided within and in close proximity to food preparation area(s) to allow Contractor's employees to wash their hands including the following areas at a minimum:
 - (1) Inside the main kitchen area, and
 - (2) Inside all food preparation areas at separate locations.
- b. The kitchen unit shall have either hot and cold water with mixing faucet or warm running water (101 degrees F) and be provided with paper towels and liquid soap which is antibacterial and phosphate-free.

3.1.1.5 Ventilation Equipment

- a. An electrically powered exhaust hood ventilation system shall be provided over all cooking equipment to adequately remove cooking odors, smoke, steam, grease and vapors.
- b. Grease filters (or other means of grease extraction) shall:
 - (1) Be of steel construction (or other approved material), and
 - (2) Be readily accessible for cleaning.

- c. The ventilation equipment shall provide a reasonable condition of comfort to the employees.

3.1.1.6 Waste Receptacles

Waste receptacles shall be readily accessible. They shall be constructed so as to be smooth, nonabsorbent, and easily cleanable.

3.1.1.7 Storage

There shall be separate enclosed storage completely away from food storage and food preparation areas for cleaning supplies, clothing and insecticides.

3.1.1.8 Sneeze Guards

Sneeze guards, to effectively shield food, shall be provided so as to intercept the direct line between the average customer's mouth and the food being displayed.

3.1.1.9 Gray Water Storage

A minimum storage capacity of at least 500 gallons of gray water storage shall be provided. The storage container(s) shall have the size and description stenciled on the container in letters no less than 4 inches high (for example: "500 GAL - GRAY WATER").

3.1.2 Refrigeration Storage Unit(s)

- 3.1.2.1 Food in refrigeration storage units shall be stored in accordance with the current National Restaurant Association (NRA) Standards and Food Code issued by the U.S. Department of Health and Human services; U.S. Public Health Service, Food and Drug Administration, which is a minimum of 6 inches off the floor or on easily movable dollies or racks (4-inch pallets are permissible). Placing food that is not in waterproof containers, directly on permanently installed corrugated floors in refrigeration storage units, does not comply with these standards.

- 3.1.2.2 A minimum of 1,200 cubic feet of refrigeration storage space, capable of maintaining stored food at a temperature of 41 degrees F or lower, and 512 cubic feet of freezer storage space capable of maintaining frozen food at 0 degrees F it is required.
- 3.1.2.3 Refrigeration and freezer storage units shall each be equipped with a "min/max," continuous graphing, or equivalent thermometer placed no further than 8 feet from the entrance being used. The Contractor is responsible for recording the minimum and maximum temperatures inside refrigerator, in a logbook, at a minimum of three times per day at some time between 6:00 a.m. and 11:00 p.m. The logbook shall be made accessible to the Government and Health Authorities at all times. Refrigeration and freezer storage units containing temperature indicators attached to the outside of the unit must clearly provide a temperature reading of the inside of the unit no further than 8 feet from the entrance.

3.1.3 Potable Water Storage

Equipment necessary to store a minimum of 200 gallons of potable water is required (kitchen use only). If bladder bags are used, each bag shall have the size and description stenciled on bag in letters no less than 4 inches high (for example: "200 GAL - POTABLE WATER").

3.2 Optional Potable Water Vehicle(s)

Optional Potable Water vehicles shall at a minimum:

- 3.2.1 Have a minimum capacity of 1,000 gallons.
- 3.2.2 Comply as a minimum with the Potable Water Standards in Section J, and also with any additional Department of Transportation and Water Quality Authority requirements of the State in which the vehicle is licensed and based and must be capable of traversing maintained forest roads.
- 3.2.3 Be equipped with a minimum of ten (10) outside spigots/valves for filling canteens, cubitainers, etc.

3.3 Optional Refrigeration Storage Unit(s)

3.3.1 Any optional refrigeration storage unit(s) in Section B must meet, as a minimum, 800 cubic feet of storage space, and the same standards found in C 3.1.2.

3.4 Optional Hand Washing Station(s)

Each optional hand washing station shall have, at a minimum, per operator, three faucets with wash basin(s) (sinks), 500-gallon gray water capacity, and either provide hot and cold water with mixing faucets or warm running water (101 degrees F). Each wash basin (sink) shall have the ability to hold water. Paper towels and phosphate-free, liquid soap shall be provided by the Contractor. Providing potable water and removal of gray water shall be performed by the Government.

3.5 Equipment Maintenance

The Contractor is responsible for providing equipment fully operational which includes all fuel, oil, preventive maintenance and repair. When the equipment is required to be located at a site that is remote from the camp in which the kitchen is located, the Government may provide the servicing of fuel, oil, and preventive maintenance as approved by the COR or the FDUL. The Contractor shall provide to the Government a list of the preventive maintenance requirements. The cost of fuel, oil, supplies and maintenance shall be deducted from the Contractor's invoices.

3.6 Additional Safety Equipment

All equipment is required to meet current Federal, State, and local laws or regulations, the NEC, the UPC, Federal and State potable water codes, OSHA Standards, and other contractual requirements. Any steps or platforms shall have solid handrails, not chain link, in addition to other current OSHA standards for handrails and stairs (see 29 CFR 1910.23-1910.24).

C.4 SAFETY AND HEALTH PLAN

The Contractor shall submit a written Safety and Health Plan to the Contracting Officer within 60 days of contract award.

C.5 MEAL REQUIREMENTS

5.1 General

- 5.1.1 The Contractor shall provide tasty, well balanced, hot and special meals, sack lunches, hot and cold can meals. All meals shall be consumed at the incident dining area except for sack lunches, and hot and cold can meals, which will be delivered to the Government at a specified time and place. Contractors may elect to consolidate drinks and drink condiments, in a single location (service bar). Contractors may also elect to consolidate desserts in a single location (dessert bar) and/or breakfast and dinner condiments in a single location (condiment bar). All self service bars shall be monitored and maintained. The Contractor shall have at least one employee trained in safe food handling procedures who is assigned to monitor and maintain the salad bar for the duration of the dinner meal period. An adequate number of tongs and utensils shall be provided. All hot meals shall be served by the Contractor's personnel with the exception of the salad bar, service bar, condiment bar, and dessert bar accompanying those hot meals. The Contractor shall have the capability to feed personnel when requested by the COR or FDUL at times other than those established for regular meals. The intent is to provide meals on an "as requested" basis, but does not require the kitchen to be open continuously 24 hours per day.
- 5.1.2 Minimum quantities, variety (see 5.4, Menu Variety), and quality standards for standard menu meals are specified. The intent is for the Contractor to provide high quality meals while providing for variety. Additionally, provisions must be made for special meals to accommodate personnel needs, which vary from the standard menu. Special meals shall have the same quality, food value, and equivalent quantity as the standard menu meals. The COR or FDUL is responsible for notifying the Contractor of the number of standard and special meals required and the issuing procedure for special meals.
- 5.1.3 Weekly menus shall be submitted by the Contractor and approved in advance by the COR or FDUL. The menu forms in Section J shall be used and the COR or FDUL shall insure that the variety and content proposed is in accordance with the contract specifications. The daily menus with portion sizes shall be posted at the dining area.
- 5.1.4 Second helpings at breakfast shall not be considered an additional meal. Second helpings at the dinner meal will not be considered an additional meal unless a meat helping is served.

5.2 Standard Menu Requirements

Standard menu items and minimum quantities to be available per person are listed below for each type of meal; i.e., hot breakfasts, sack lunches, hot dinners, hot and cold can meals, and box breakfasts. The food shall meet or exceed the quality and quantity standards cited herein and shall be selected and cooked to minimize health hazards. The quality of food products shall meet or exceed the quality standards cited in C. 5.7.

5.2.1 Hot Breakfast

5.2.1.1 Eggs - 2 fresh eggs (3 when scrambled) or 6 oz. of liquid eggs.

5.2.1.2 Meat - 4 oz. (raw weight).

5.2.1.3 Bread or Hot cakes or French Toast or Waffles - or equivalent starch (equal to 3 (1 to 1 and 1/2 oz.) slices of bread).

5.2.1.4 Potatoes - 6 oz. or equivalent starch (see 5.4.7 page 51)

5.2.1.5 Milk - 1 pint.

5.2.1.6 Fresh Fruit (no apples or oranges) or Canned Fruit or Chilled Juice - 5 and 1/2 oz.

5.2.2 Hot Can Breakfast

Hot can breakfasts are to be the same quality, food value, and equivalent quantity as the hot breakfasts served in camp. Shell eggs shall not be used in hot can breakfasts. These meals shall be packed using Government furnished Combination Hot Food/Drink Containers for hot food and appropriate containers according to COR or FDUL instructions for cold food and delivered to the Government at the incident base camp. Any hot food items shall be packed in Government furnished Combination Hot Food/Drink Containers; the use of other containers for hot food is not allowed.

5.2.3 Cold Can Breakfasts

Cold Can Breakfasts shall be packaged using Government furnished Combination Hot Food/Drink Containers or appropriate containers according to COR and FDUL instructions and delivered to the Government at the incident camp. A cold can breakfast shall consist of cold breakfast food and shall contain the following items at a minimum:

- 5.2.3.1 Cereal - 2 individual serving boxes, 3/4 oz. each,
- 5.2.3.2 Burritos - 2 six oz. or equivalent substitute,
- 5.2.3.3 Milk - 2 pints,
- 5.2.3.4 Muffin(s) or equivalent (equal to 3 (1 to 1 and 1/2 oz.) slices of bread),
- 5.2.3.5 Fresh (no apples or oranges) or Canned Fruit - 5 and 1/2 oz. For variety 2 oz. of dried apricots, cherries, dates, mango, pineapple, pears, banana chips, peaches, prunes, raisins, or other dried fruit may be substituted (not used on a daily basis), and
- 5.2.3.6 Juice - 5 and 1/2 oz.

- 5.2.4 Additional Items for Hot Breakfasts and Hot and Cold Can Breakfasts - In addition to the above, the items listed below, individually packaged, shall be made available for the hot breakfast meals:

Butter or margarine, instant hot cereal, jelly, or jam, peanut butter, salsa, salt, pepper, sugar, cream (or substitute), coffee, tea, and hot chocolate.

Coffee for hot breakfast meals shall be made available on the twenty-four-hour service bar. Coffee for hot and cold can breakfasts shall be made available as approved by the FDUL or COR.

5.2.5 Sack Lunch

Regular and vegetarian sack lunches shall be provided as ordered by the COR or FDUL. Vegetarian sack lunches shall at a minimum be prepared for the Lacto-Ovo vegetarian classification level, and shall consist of the same quantities and items as regular sack lunches with the exception that no meat, fish, or poultry shall be included. Non-meat protein substitutes shall be used in vegetarian sack lunches in lieu of meat, fish, or poultry.

Sack lunches shall consist of the following items at a minimum:

5.2.5.1 Entree 1 - One Meat Sandwich (or Sandwich with Non-meat Substitute for Vegetarian)

- (a) The meat sandwich shall be wrapped in plastic wrap or plastic bags. The Contractor may separately wrap individual sandwich items within each lunch. However, if meat is individually wrapped, it must be properly vacuum sealed (see D.4).

- (b) The meat sandwich shall contain two 1 to 1 and 1/2 oz. slices of bread.
- (c) The meat sandwich shall contain a minimum of 3 and 1/2 oz. sliced whole muscle meat or a combination of sliced whole muscle meat and cheese. No ground meat, such as meatloaf or ground beef patties, are allowed. Vegetarian sandwiches made with non-meat substitutes may include pre-prepared soy products.
- (d) Condiments shall be individual packets and not put directly on the bread.
- (e) Frozen sandwiches may only be used during the first two sack lunch periods. Thereafter, they are not allowed. Individual frozen packets of vacuumed sealed sandwich ingredients may only be used the first 24 hours and thereafter only upon COR or FDUL approval.

5.2.5.2 Entree 2 -Variety Item

Contractors may choose a variety of items for the second entree. However, the second Entree shall contain a minimum of starch (2-3 oz.) and protein (3 and 1/2 oz.) in the quantity equal to Entree 1. All hand-made second entree items, such as "wraps" or pocket sandwiches, shall be wrapped in plastic wrap or plastic bags (like the meat sandwiches in Entree 1). Examples include, but are not limited to, one of the following:

- (a) two 1 to 1 and 1/2 oz. slices of 7-grain bread, 1 oz. of peanut butter, and a 2 and 1/2 oz. individually wrapped packages of string cheese.
- (b) one 2-3 oz. bagel with 2 oz. of cream cheese and a 1 and 1/2 oz. package of jerky.
- (c) one 2-3 oz. croissant with 1 oz. of jelly, 1 and 1/2 oz. of cream cheese, and a 1 and 1/2 oz. package salted peanuts.
- (d) two 1 and 1/2 oz. slices of specialty bread, a packet of snack carrots, 2 oz. of flavored cream cheese, and a 1 and 1/2 oz. package of walnuts.

- (e) 2-3 oz. pita (pocket bread), with 3 and 1/4 oz. of canned tuna and one 1/4 ounce of other protein (such as peanuts, or a cheese stick for a total of 3 and 1/2 ounces of protein), and a packet of celery/carrots/dill pickles.
- (f) two 1 and 1/2 oz. slices of whole wheat bread and 1 oz. of peanut butter, 1 oz. of jelly, and a 2 and 1/2 oz. individually wrapped package of string cheese.
- (g) one 7 oz. can of corned beef hash, a 1 and 1/2 oz. pumpernickel roll, and a 1 and 1/2 oz. package of jerky.
- (h) one 4 oz. can of chili/barbecued beans/beanie weenies, a 1 and 1/2 oz. package of salted crackers, and a 1 and 1/2 oz. package of crunchy bread stick(s).
- (i) two 5 oz. Pre-wrapped, unfrozen burritos or chimis.

NOTE: The COR or FDUL may approve the following: For variety on an occasional basis, one super-sized hoagie or submarine (salami or bologna may be used) having a minimum combination of meat and/or cheese weighing 7 ounces used in place of Entree 1 and 2 or two sandwiches as defined for Entree 1 may be used. (Non-meat substitutes shall replace the meat in a vegetarian hoagie or submarine.)

- 5.2.5.3 Fruit - The fruit shall be one apple (minimum size 100 count) or one sweet orange (minimum size 88 count), or other fresh fruit of comparable size. For variety 2 oz. of pre-wrapped dried apricots, cherries, dates, mango, pineapple, pears, banana chips, peaches, prunes, raisins or other dried fruit should be substituted for fresh fruit a minimum of once every 3 days but not on a daily basis.
- 5.2.5.4 Pre-wrapped Cookies - A minimum of 1.65 ounces of pre-wrapped cookie(s), brownie(s), or granola (or similar) bar(s). For variety a different product should be used every other day.
- 5.2.5.5 Fruit Juice - Two individual canned (no glass) 100% pasteurized fruit juices with "pop-top" cans (minimum total of 11 oz.) or non-crushable paper-type containers (for example: Sunglo).
- 5.2.5.6 Pre-wrapped Snack - a minimum of 1.65 ounces of pre-wrapped candy bar(s) or bagged candy, or 2 ounces of pre-wrapped trail mix, fresh vegetables, pretzels, jerky or shelled nuts. For variety, a different product should be used every other day.

5.2.5.7 Condiments - Four individual factory-wrapped packets of condiments appropriate for the entrees being served.

5.2.5.8 Paper napkin and moistened towelette. Two each.

5.2.5.9 Chewing Gum or Mint - One stick chewing gum or plastic wrapped hard mint.

5.2.6 Hot and Hot Can Dinners

5.2.6.1 Hot Dinners

Hot dinners shall be prepared and served at the incident. Hot dinner menus shall include the items and minimum quantities identified below. Contractors may elect to serve an entree such as lasagna or casseroles. However, these entrees must have a meat side dish which ensures attain the total minimum meat quantity standard cited below is attained. Dinners shall consist of the following standard menu requirements:

(a) Whole/Full Muscle Meat (Raw Weight)

Steak - 10 oz. (boneless) or 14 oz. (bone-in), or
Beef - 10 oz. (boneless) or 12 oz. (bone-in), or
Beef and Pork Ribs - 10 oz. (boneless) or 18 oz. (bone-in), or
Pork - 10 oz. (boneless) or 12 oz. (bone-in), or
Lamb - 10 oz. (boneless) or 12 oz. (bone-in), or
Poultry - 8 oz. (boneless) or 16 oz. (bone-in), or
Ham - 8 oz. (boneless) or 10 oz. (bone-in), or
Fish - 8 oz.

NOTE: Any meat used that is not specified above must be the equivalent quantity and meet the dinner quality standards cited in C.5.7.

(b) Non-Meat Protein Dish

4 oz. of a non-meat substitute (protein), such as BBQ beans, veggie patty, vegetarian hot dog, Tofu, beans, soybean products, cottage cheese, eggs, or equivalent.

(Note Removed)

- (c) Vegetables - 4 oz.
- (d) Potatoes - 6 oz. or equivalent starch.
- (e) Bread - Two 1 to 1 and 1/2 oz. slices or equivalent starch.
- (f) Milk - 1 pint.
- (g) Dessert - 4 oz.
- (h) Self-Service Salad Bar - A self-service salad bar shall contain at a minimum:

Five salad toppings, 2 prepared salads, tossed green salad with three types of leafy vegetables (such as green/purple cabbage, romaine or red leaf lettuce), one fruit or fruit salad and three types of salad dressings (regular and/or low/non-fat) (see Menu Variety, C 5.4).

PRE-PREPARED TRAY LINES AFTER THE FOURTH MEAL MUST BE APPROVED BY THE COR OR FDUL AND SHALL BE APPROVED ON A LIMITED BASIS ONLY. If meat is an ingredient of a pre-prepared tray line, the meat portions per meal must meet the minimum meat quantity standard defined in C.5.2.6.1(a). An additional meat or non-meat protein dish may be necessary to attain the total minimum meat quantity standards.

- 5.2.6.2 Hot Can Dinners - Hot can dinners shall be the same quality, food value and equivalent quantity as the hot dinner meal served in camp with the exception of the salad bar. These dinners shall be packaged using Government furnished Combination Hot Food/Drink Containers for hot food, and appropriate containers according to COR or FDUL instructions for cold food, and delivered to the Government at the incident base camp.

Any hot food items shall be packed in Government furnished Combination Hot Food/Drink Containers; the use of other containers for hot food is not allowed. For hot can dinners, in lieu of the salad bar, an individual prepared and/or tossed salad shall be included with each hot can meal. The salad shall be individually wrapped (may use Ziploc plastic bags). Tossed salads shall include an individual packet of salad dressing. Tossed salads shall contain the following items at a minimum:

Tossed Salad - 4 oz. of three types of leafy vegetables such as iceberg lettuce, green/purple cabbage, purple cabbage, and two toppings such as carrots, green peppers, cucumbers, celery, etc.

- 5.2.6.3 Additional Items For Hot and Hot Can Dinners - In addition to the above, the items listed below, individually packaged (or in appropriate dispensers/containers) shall be made available. These items shall not be placed in large open containers with ladles, with the exception of the salsa and hot peppers:

Butter or margarine, peanut butter, jam or jelly, salsa, mustard, catsup, steak sauce, salt, pepper, sugar and cream (or substitutes), hot peppers, and cold drinks.

Coffee for the hot dinner meals is available on the twenty-four hour service bar. Coffee for the hot can dinners shall be made available as approved by the FDUL or COR.

- 5.2.7 Fresh Food Boxes – See requirements for Fresh Food Boxes in Section J, Attachment J.9, Fresh Food Boxes.

5.3 Twenty-Four Hour Service Bar

The following items will be available in a service bar 24 hours per day at the Incident dining area with the exception of cold cereal and milk, which shall be available between 4:00 a.m. and 12:00 noon:

- 5.3.1 Hot Regular Coffee (caffeinated and decaffeinated). Flavored coffee may be served in addition to regular coffee at the Contractor's option.
- 5.3.2 Hot Water.
- 5.3.3 Hot Chocolate.
- 5.3.4 Tea Bags (caffeinated and decaffeinated).
- 5.3.5 Iced Tea (caffeinated and decaffeinated). Flavored tea may be served in addition to regular tea at the Contractor's option.
- 5.3.6 Cold Cereal.
- 5.3.7 Milk.

5.4 Menu Variety

Contractor Weekly Menus (see Section J) shall be approved by the COR or FDUL in advance. Menu items shall provide variety on a daily basis as to the types of meat and breads used in sandwiches, other sack lunch entrees, juices, and other meal items served.

Menus may include a wide variety of recipes. Entrees such as stew, lasagna, spaghetti, linguine, chili, chicken chop suey, or casseroles may be used as approved by the COR or FDUL. The following are examples of variety in meats or cuts of meats, recipes, and products.

5.4.1 Meat

(a) Beef

- (1) Steaks - rib, loin, T-bone, New York, sirloin, cubed, filet, and pepper steak.
- (2) Roast - Prime rib and sliced roast.
- (3) Short Ribs - baked, broiled, and barbecued.
- (4) Ground Beef - lasagna, meat loaf, meat balls in spaghetti sauce, and ground beef patties.

(b) Pork

- (1) Chops - loin cut, spare-ribs, country style ribs, and barbecued.
- (2) Roast - sliced and tenderloin.
- (3) Ham - sliced.

(c) Lamb

- (1) Chops - grilled and barbecued.
- (2) Roast - sliced.

- (d) Poultry - sliced, whole pieces or parts (such as breast, thigh, or leg), stew meat, strips, and baked or grilled Cornish game hens.
- (e) Fish - grilled or baked fillets or steaks.
- (f) Processed Meat Items - pastrami, polish/italian sausage, and corned beef.
- (g) Breakfast Meat - ham, bacon, sausage, steak, and pork chops.

5.4.2 Eggs - Fried, hard-boiled, poached, omelets, or scrambled.

5.4.3 Bread and Equivalent Starches - wheat, white, 7-grain, rye, oatmeal, pumpernickel, French, garlic, biscuits, muffins, rolls, croissants, bagels, cornbread, donuts, sourdough, tortilla, and pita pocket.

5.4.4 Dry Cereal - Varieties of flaked, toasted, or baked cold cereals and granola.

5.4.5 Hot Cereal - Cream of Wheat, oatmeal, and grits etc.

5.4.6 Vegetables - broccoli, cauliflower, asparagus, corn, peas, green beans, mixed vegetables, etc.

5.4.7 Potatoes and Equivalent Starches - baked, mashed, fried, boiled, scalloped, rice, stuffing, pasta, beans, sweet potatoes, grits, or yams.

5.4.8 Juice - orange, tomato, grape, V8, apple, grapefruit, cranberry, or pineapple.

5.4.9 Sandwich Meat and/or Cheese - ham, corned beef, roast beef, turkey (regular or smoked), pork, beef pastrami, cheddar, Swiss, or smoked cheese.

5.4.10 Salad Bar

- (a) Salad Toppings - kidney, garbanzo or pinto beans, carrots, mushrooms, celery, cauliflower, green/red bell peppers, broccoli, cheese, beets, olives, peas, tomatoes, eggs, cucumbers, pickles, or other fresh pickled, or marinated vegetables.
- (b) Prepared Salads - macaroni, carrot and raisin, potato, pea, jello, cottage cheese, coleslaw, fruit, rice, or pasta salads.

- (c) Tossed Salad Greens - romaine, endive, green or red leaf, iceberg, butter, or cabbage.
- (d) Fruit - melons, peaches, grapes, bananas, strawberries, pears, applesauce, or seasonal fruit.
- (e) Salad Dressings - regular and low/non-fat French, ranch, Italian, vinaigrette, thousand island, blue cheese, etc.
- (f) Salad Condiments - croutons, wheat nuts, sunflower seeds, crackers and taco chips, carrot and celery sticks, bread sticks, olives, hot peppers, salsa, pudding, etc.

5.4.11 Fruit - navel oranges, tangerines, apples, bananas, grapes, pears, peaches, plums, nectarines, grapefruit, or melons.

5.4.12 Dessert - cakes, cookies, pies, cobblers, puddings, pastries, or ice cream.

5.4.13 Oils - solids and liquids.

5.4.14 Non-Meat Protein - barbecue beans, veggie patty, vegetarian hot dog, tofu, beans, soybean products, quiche, cottage cheese, deviled or hard boiled eggs, bean burritos, peanut butter, cheese, tempeh, quinoa, hummus, or equivalent dishes made with a high content of non-meat protein.

5.4.15 Tea - black, herbal, green, and spiced.

5.5 Cooking Requirements - All foods shall be cooked in such a way as to minimize health hazards in accordance with the requirements below and the current Food Code issued by the U.S. Department of Health and Human Services, U.S. Public Health service, Food and Drug Administration.

5.5.1 Ground Beef - the minimum internal temperature for cooking ground beef is 155 degrees Fahrenheit for 15 seconds and will be measured in its center or thickest part. Roast beef for sandwiches shall be well done, not rare or pink. Other beef may be medium rare to well done.

5.5.2 Pork - All pork shall be well done. The minimum internal temperature for cooking pork is 155 degrees Fahrenheit for 15 seconds and will be measured in its center or thickest part.

5.5.3 Poultry - All poultry shall be well done. The minimum internal temperature for cooking poultry is 165 degrees Fahrenheit for 15 seconds and will be measured in its center or thickest part.

5.5.4 Eggs - Shell eggs may be cooked to order, however pasteurized eggs shall be used when pooling. Boiled eggs shall be hard boiled until firm. Shell eggs cooked to order shall be cooked to an internal temperature of 145 degrees Fahrenheit for 15 seconds.

5.6 Serving Container Requirements

5.6.1 Milk - Shall be available in individual cartons, approved milk dispensers, or must be served from cartons or jugs.

5.6.2 Juice - Shall be available in either individual pop-top cans non-crushable paper/foil-type containers, approved dispensers, or must be served from cartons or jugs.

5.6.3 Desserts - Shall be either served at the serving line, or in individually wrapped dishes, or covered for protection from contamination if served at a dessert bar.

5.6.4 Salad Dressing and Condiments - Shall be available in individual packets, approved dispensers, or original bottles with the exception of salsa and hot peppers.

5.6.5 Bread - Shall either be served at the serving window or at the salad bar with tongs required for serving.

5.6.6 Cold Cereal - Cold cereal shall be available in individual boxes or in approved bulk dispensers.

5.7 Quality Standards

USDA Institutional Meat Purchase Specifications (IMPS) are specified for some items below to clarify required quality standards. Copies of IMPS can be obtained from the USDA, AMS, Livestock and Seed Division, Standardization and Review Branch, Rm 2628 South Building, PO Box 96456, Washington DC 20090-6456. The following minimum quality standards and meal periods for serving (in addition to any applicable IMPS) shall be met:

5.7.1 Meat, Poultry, and Fish

5.7.1.1 Breakfasts and Dinners and Fresh Food Boxes

5.7.1.1.1 Beef - Fresh or fresh frozen whole/full muscle USDA inspected, USDA Choice or better with 1/4 inch trim, (lower grades of beef, including "no roll/select", are not

acceptable), meeting IMPS Series 100, no more than 10 percent pump in all USDA choice pre-cooked and/or further processed beef items. Sausage products shall meet IMPS 800 series.

5.7.1.1.2 Ground Beef - USDA inspected ground beef, or ground beef patties meeting USDA ingredient and labeling requirements, not to exceed 20 percent fat, meeting IMPS 100, item number 136. Need not be USDA Choice.

5.7.1.2 Breakfasts, Sack Lunches, Dinners, and Fresh Food Boxes

5.7.1.2.1 Pork - USDA inspected, USDA Grades 1 -4. Whole/full muscle pork items, whole/full muscle cured ham and natural juices or cured ham with water added not to exceed 10 percent pump (ham and water product, ham with water and isolated soy protein added, and turkey-ham is not allowed) meeting IMPS Series 400 and 500. Bacon, smoked, skinless, meeting IMPS 500 series. Sausage products, meeting IMPS 800 series.

5.7.1.3 Sack Lunches

5.7.1.3.1 Beef - USDA inspected, whole/full muscle, flats, top and bottom rounds, and eye of the round only (no shoulder cuts allowed). Need not be USDA Choice. Pre-cooked further processed beef, or cured beef such as corned beef or pastrami shall meet IMPS 600 Series. (No more than 10 percent pump in all precooked, further processed, or cured beef items, with the exception of corned beef brisket, which shall not exceed 20 percent pump.)

5.7.1.4 Sack Lunches and Dinners

5.7.1.4.1 Cornish Game Hens (Dinners) - Whole/full muscle, USDA inspected, need not be USDA Grade A.

5.7.1.4.2 Poultry (Sack Lunches and Dinners). - USDA inspected, USDA Grade A, whole/full muscle. Processed or precooked turkey must have a maximum of 3 lobes per product of breast meat only, no more than 10 percent pump in all poultry items. (No chunked, chopped and/or formed allowed.)

- 5.7.1.4.3 Lamb (Dinners) - USDA inspected; USDA Choice or better; fresh, whole/full muscle; meeting IMPS 200 Series; no more than 10% pump in all USDA Choice precooked or further processed lamb items.
- 5.7.1.4.4 Fish (Dinners) - whole muscle steaks or fillets (no chunked, chopped, formed, or pressed).
- 5.7.2 Dairy Products (Except Cheese) (All Meals) - Pasteurized, Grade A.
- 5.7.3 Cheese (All Meals) - Natural cheese. No imitation cheese, process cheese, cheese product, cheese food, or cheese spread is allowed.
- 5.7.4 Fresh Shelled Eggs (All Meals) - USDA inspected, USDA Grade A.
- 5.7.5 Frozen or Liquid Whole Egg Products (All Meals) - USDA inspected and pasteurized, need not be USDA Grade A.
- 5.7.6 Canned Vegetables (All Meals) - Fancy (Grade A), except for canned tomatoes which can be choice (Grade B). Canned vegetables shall be used on a very limited basis only as justified.
- 5.7.7 Canned Fruits (All Meals) - Choice (Grade B).
- 5.7.8 Fresh Fruits and Vegetables (All Meals) - First Quality. Oranges in the sack lunches must be Fancy or US No. 1.
- 5.7.9 Frozen Fruits and Vegetables (All Meals) - Grade A.
- 5.7.10 Juice (Breakfast and Sack Lunches) - 100 percent fruit juice, pasteurized. 100 percent vegetable juice/pasteurized acceptable for breakfasts.
- 5.7.11 Dry Cold Cereal (Breakfast) - Fortified with vitamin B-12.
- 5.7.12 Canned Goods and Prepared Items for Sack Lunch (Second Entree Only) - Top/first quality. Need not contain USDA Choice red meat or USDA Grade A poultry. All burritos or equivalent containing meat shall be USDA inspected.

- 5.7.13 Bread (All Meals) - 100 percent whole wheat, whole grain (cracked or with seeds and grains are acceptable), or enriched white. Diet or "balloon" bread is not allowed.
- 5.7.14 Coffee (All Meals) - High quality ground or liquid concentrate, instant not allowed.
- 5.7.15 Tea (All Meals) - High quality.
- 5.7.16 Oil (All Meals) - Pure vegetable oil.
- 5.7.17 Prepared Salads (Dinner) - High quality.
- 5.7.18 Canned Tuna Fish - Dolphin-safe.
- 5.7.19 Beef Jerky – Sliced dried beef meeting IMS 600 series (no processed products)

PART I - THE SCHEDULE
SECTION D
PACKAGING AND MARKING

D.1 SACK LUNCHES - GENERAL

- 1.1 Sack lunches shall be bagged in heavy-duty paper sacks to protect the lunch.
- 1.2 The Government must be able to distinguish between vegetarian and regular sack lunches by use of different colored bags.
- 1.3 Individual sack lunches shall be packed in cardboard boxes holding exactly 10 lunches in each box and shall be ready at the agreed upon time.
- 1.4 The COR or FDUL shall determine how long sack lunches may be held after preparation prior to the serving "Consume by (date and time)." The rule of thumb for sack lunches containing fresh sandwiches is 24 hours. A longer or shorter period of time may be deemed appropriate by the FDUL or COR depending on refrigeration or storage conditions utilized. When frozen sandwiches are used in a sack lunch, the Consumed by (date and time)? shall be within 24 hours after the frozen sandwiches have been removed from the freezer.
- 1.5 Sandwiches shall be packaged in plastic sandwich bags or other packaging. The packaging shall keep the sandwiches intact, and, or not excessively add to waste disposal; i.e., no Styrofoam.

D.2 SACK LUNCH SANDWICHES

- 2.1 Fresh Sandwiches Prepared On Site - Fresh sandwiches prepared on site shall be packaged and immediately placed into sacks for receipt by the Government. It is not necessary to stamp or label the individual sandwiches. However, the sack lunch bag must clearly be stamped or labeled as to when the sandwich must be consumed within 24 hours, as follows:

"Consume by (date and time)."
- 2.2 Prepared Off-Site - Fresh sandwiches prepared off site shall be approved by the COR or FDUL in advance. The sandwiches shall be packaged and dated when made. The sandwich packages and sack lunch bags shall be stamped or labeled as follows:

- 2.2.1 Each individually packaged sandwich shall clearly be stamped or labeled by the manufacturer with the date and time sandwiches were prepared as follows:

"Prepared on (date and time)."

- 2.2.2 Each sack lunch bag shall be clearly stamped or labeled as to when the sandwich must be consumed as follows:

"Consume by (date and time)."

- 2.3 Frozen Sandwiches - Frozen sandwiches prepared on or off site shall be approved by the COR or FDUL in advance, but shall not be supplied on a daily basis. Frozen sandwiches shall be prepared, packaged, and frozen on the same date. Frozen sandwiches shall not be frozen longer than 45 days. The date shall be stamped or labeled on each individual sandwich package as follows:

"Prepared on (date and time)"

Frozen sandwiches shall be placed into the sack lunch bag immediately after being removed from the freezer. Each sack lunch bag shall be clearly stamped or labeled as to when the sandwich must be consumed, as follows:

"Consume by (date and time)."

D.3 PRE-PREPARED ITEMS

Frozen pre-prepared items shall not be frozen longer than 45 days or the manufacturer's sell-by or expiration date. Any non-frozen items containing a manufacturer's expiration date shall not be used after the expiration date.

D.4 VACUUM SEALED ITEMS.

- 4.1 Frozen Vacuum-Sealed Items. Vacuum-sealed items must be prepared, packaged, and frozen, on the same date and served in the same calendar year.
- 4.2 Other Vacuum-Sealed Items. Any non-frozen vacuum-sealed items, other than meat, packaged by Contractors must be prepared in licensed facilities certified by the applicable State Health Department. Vacuum sealed items shall be packaged and have a shelf life not more than 14 calendar days from packaging, in accordance with the current FOOD CODE issued by the U.S. Department of Health and Human Services, U.S. Public Health Service, Food and Drug Administration.

- 4.3 Vacuum-Sealed Meats. All vacuum-sealed meats must be prepared and packaged in federally approved and inspected meat plants. Vacuum-sealed meats not packaged in federally approved and inspected meat plants cannot be sold to other contractors or be transported across State lines.
- 4.4 All Vacuum-Sealed Packages. All individual vacuum-sealed packages must be stamped or labeled with the date the product was packaged. Contractors using vacuum sealed items shall be able to verify at the incident the contract quality standard of the product at all times; i.e., boxes and/or packaging from the original product prior to slicing and/or packaging. Each package shall be clearly stamped or labeled as to when the product was packaged, as follows:

"Packaged on (date)."

D.5 EQUIPMENT MARKING

- 5.1 Mobile Food Service Units - All vehicles comprising a complete Mobile Food Service Unit shall be permanently marked with the Company Name, Unit Identification Number and Vehicle Identification Number (VIN) identified in Section B.
- 5.2 Optional Potable Water Vehicles, Refrigeration Storage Units and Hand washing Stations - All optional potable water vehicles, refrigeration units, and hand washing stations shall also be permanently marked with the Company Name, Unit Number, and Vehicle Identification Number (VIN) identified in Section B.
- 5.3 Company Name and Unit Identification Numbers - The Company name and unit numbers shall be located in an obvious place and be no less than 4 inches in height. (for example: "Food Delight, F-1").
- 5.4 Bladder Bags- All bladder bags used shall have the size and use stenciled on them in a conspicuous place with letters no less than 4 inches in height (for example: "500 GAL - GRAY WATER").
- 5.5 Hoses - All hoses used shall have the use (i.e., gray, black, or potable) identified on them.

D.6 COMBINATION HOT/FOOD/DRINK CONTAINERS

The Contractor is responsible for filling all combination Hot Food/Drink Containers, sealing, and stamping or labeling them with the date and time they were filled and the contents within. A statement as follows shall be stamped or labeled on the container:

Prepared on (date and time).

Must be Served within ____ Hours of Time Prepared.

Contents: _____

The serving time is normally, within 4 hours of filling unless otherwise approved by the COR or FDUL. The Contractor shall not furnish "hot/or cold can" meals in any other containers. Hot or cold can meals shall only be packed in Government furnished combination hot/food/drink containers (Order Number NFES 0073).

D.7 FOOD LABELS

The quality standards of the foods served shall be clearly visible and/or verifiable. Meat and poultry quality standards shall be visible on the unopened boxes or individual packages. In the case of poultry, a USDA Poultry Certificate is also acceptable for verification. In the case of products other than meat or poultry, appropriate USA/industry/food supply company standards must be visible and/or verifiable, for example, food supplier brand canned fruits must be Choice quality and it should be stated on the can and/or verifiable with a valid food supplier chart.

Examples of appropriate labeling are: USDA Choice beef package labeling shall clearly show the USDA inspection symbol (bug) and the USDA Choice shield, USDA Grade A poultry package labeling shall clearly show the USDA inspection symbol (bug) and the USDA Grade A shield, frozen fruits and vegetable packages shall clearly show the Grade A wording on the package or boxes, etc.

Food items in packages not clearly labeled or identified by a USDA certificate, or other appropriate verifiable identification, properly identifying the quality standards required under this contract, shall be rejected by the Government and/or subject to other Contractual remedies.

D.8 FRESH FOOD BOXES

Fresh Food Boxes shall be packaged and marked in accordance with Section J, Attachment J.9, Fresh Food Boxes.

PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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None by reference

E.2 INSPECTION OF SERVICES--FIXED--PRICE (FAR 52.246-4) (AUG 1996)

- (a) Definitions. Services, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the government that is directly related to the performance of such service or (2) terminate the contract for default.

E.3 PRE-USE INSPECTION OF EQUIPMENT

Each year prior to use of Mobile Food Service Units, the Government may conduct pre-use inspections of Contractor's equipment for compliance with the contract specifications and conditions. In addition to equipment, the Contractor shall have available for inspection any items listed in Section C.1.4.

E.4 INSPECTIONS DURING USE AND PERFORMANCE (Also see Section F)

- 4.1 At any time during use, the Contracting Officer may make or cause to be made, such inspections as deemed necessary for the purpose of determining that equipment, supplies and personnel meet current specifications or to determine equipment condition. Inspections may be performed by Federal and State Government representatives, such as the COR or FDUL, personnel from the USDA Agriculture Marketing Service, OSHA, and other personnel designated by the Contracting Officer, etc.
- 4.2 Inspection by the Government after a performance failure has occurred will be made as promptly as possible after the Contractor has given notice that the failure has been corrected.
- 4.3 When meals, equipment, and services are inspected and do not meet contract requirements, the COR or FDUL shall document deficiencies and when appropriate reduce the contract prices (see FAR 52.246-4, Inspection of Services--Fixed-Price). The Contracting Officer shall make final determinations on any remedial actions implemented, or erroneous payments approved, by COR's or FDUL's if appropriate and make final decisions.

**E.5 INSPECTION OF WATER VEHICLES, REFRIGERATED STORAGE UNITS
AND/OR HAND WASHING STATIONS NOT SHOWN IN SECTION B.**

- 5.1 Water vehicles, refrigerated storage units and hand washing stations not in Section B and not previously inspected and approved by the Contracting Officer for use must be inspected by the Ground Support Unit Leader prior to use. Equipment of this type determined to be needed for Government use shall be ordered at the incident campsite using a separate procurement instrument and paid in accordance with the provisions therein, not under this contract (Refer to G.8.9). Approval of this type of equipment shall expire when the equipment is released from the incident.
- 5.2 A copy of the inspection report shall be attached to the invoice and the invoice shall be processed in accordance with the provisions of the procurement instrument.

PART I - THE SCHEDULE
SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK

F.2 CONTRACT PERIOD

- 2.1 The base contract period shall extend from the date of award through December 31, 1999. However, at the option of the Government, the contract may be extended for 1-year periods, January 1 through December 31, not to exceed four extension periods, at the same terms and conditions, except that any extension is subject to the provisions of Section I, Contract Clauses, Economic Price Adjustment.
- 2.2 The Government will notify the Contractor of its intent to extend the contract not less than sixty (60) calendar days prior to the expiration of the current contract period.
- 2.3 For the Fairbanks, Alaska location, the base contract period shall extend from the date of award through December 31, 2001. However at the option of the Government, the contract may be extended for a 1-year period, January 1 through December 31, not to exceed two years, at the same terms and conditions, except that any extension is subject to the provisions of Section I, Contract Clauses, Economic Price Adjustment.

F.3 LOCATION(S)

- 3.1 Mobile Food Service Units shall be physically located at the Base of Operations and dispatched from Designated Dispatch Points during the dates of availability identified in Section B. Any relocation of equipment from Designated Dispatch Points during the dates identified in Section B shall be approved in advance by the National Interagency Fire Center (NIFC), National Interagency Coordination Center (NICC), or the Alaska Interagency Coordination Center (AICC) with the concurrence of the Contracting Officer. If the Contractor wishes to be available for dispatch outside of the availability dates identified in Section B, it is the Contractor's responsibility to notify the Contracting Officer, in writing, of the locations and availability of units.
- 3.2 The Contractor shall be notified by NICC or AICC of the location where services are to be performed at the time that the Mobile Food Service Unit(s) is ordered.

F.4 UNAVAILABILITY

- 4.1 The Contractor will be considered unavailable for service whenever, due to the Contractor or his/her agent's fault or negligence,
 - 4.1.1 The equipment or personnel are not located at the Designated Dispatch Point(s) in Section B, or other location as approved by NICC or AICC with the concurrence of the Contracting Officer, or
 - 4.1.2 The Contractor fails to notify the Contracting Officer of the desire to be available outside of the dates of availability identified in Section B and provide the locations and units available.
- 4.2 If the Contractor's equipment and personnel are not located at the Designated Dispatch Point(s), or other location approved by NICC or AICC with concurrence by the Contracting Officer, during the specified dates, it may result in suspension or partial/complete termination of the contract.

F.5 CONTRACTOR EVALUATIONS

The COR, FDUL, and Contracting Officer's Technical Representative (COTR) should complete an Interagency Mobile Food Services Performance Evaluation, Form 1276-E prior to leaving each incident. Conducting a close-out briefing with the Contractor is optional. A copy of the evaluation forms shall be given to the Contractor at the incident when possible and one forwarded to the CO. The Form 1276-E's, in addition to other performance information which may become available, will be utilized to facilitate the compilation of the Contractor Performance Report for each season's contract performance.

F.6 FRESH FOOD BOXES

The fresh food boxes shall be delivered F.O.B. destination within 12 hours of receipt of order to one of the following Government locations, as directed upon ordering:

- | | |
|---|--|
| a. Bureau of Land Management
AFS Issuing Warehouse
Building 1544
Fort Wainwright, AK 99703
(907) 356-5745 | b. Dept. of Natural Resources
Division of Forestry
3700 Airport Way
Fairbanks, AK 99709
(907) 451-2640 |
|---|--|

If an accelerated delivery schedule due to an emergency cannot be met by the Contractor, the Government reserves the right to provide the needed food to the incident.

PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION

G.1 MILEAGE

- 1.1 Mobile Food Service Units shall be ordered from the Designated Dispatch Points and leave from the Base of Operations during the availability dates identified in Section B. For payment purposes, mileage shall be measured from the location of the Contractor's Mobile Food Service Unit at time of dispatch to the incident(s) and return using the Rand McNally Road Atlas© or Microsoft Expedia Streets & Trips© to the town nearest the incident and from there to the incident on Government-verified odometer readings. If the Contractor's Mobile Food Service Unit has been released from an incident, the mileage shall be measured from the incident to the next assigned incident based on Government-verified odometer readings. If the Contractor is not dispatched from one incident to another, mileage shall be measured from the last incident location to the Base of Operations in Section B or other location approved by the Contracting Officer.
- 1.2 Mileage for transporting a Mobile Food Service Unit that is ordered, (including all equipment, materials, supplies, and personnel to support the operation), to and from the incident shall be at the rates offered in Section B. Additional mileage rates shall not be paid for getting supplies or making repairs on the Mobile Food Service Unit while at an incident.
- 1.3 If an order for a Mobile Food Service Unit is canceled before any meals are served, the Contractor shall be paid for actual mileage incurred, if applicable, at the rates specified in the Schedule of Items. The actual mileage shall be measured by Contractor-verified odometer readings and documented in the remarks block on a form 1276-A, Daily Meal Order/Invoice.
- 1.4 Mileage shall not be paid for an additional Mobile Food Service Unit or other supporting equipment voluntarily brought to an incident.
- 1.5 When equipment is released from one incident and subsequently reassigned to another prior to returning to its Base of Operations, it is the Contractor's responsibility to inform the COR or FDUL at the new incident of any changes or corrections in return mileage indicated on invoices submitted on prior incidents. The information shall be clearly documented in the remarks block of the Daily Meal Order/Invoice Form 1276-B, Continuation Sheet.

G.2 MEALS

2.1 General

- 2.1.1 Prior to the Contractor departing for an incident, the Government may reduce the number of meals for the first three meal periods and be liable for only the reduced number of meals.
- 2.1.2 However, once the Contractor has departed for an incident, the Government may still reduce the number of meals, but the Government shall be liable for the number of meals ordered up to the time of departure, not the reduced number ordered after departure. Payment shall be made at the applicable 85 or 100 percent adjustment of the "prior to departure" numbers.
- 2.1.3 Individual meals served shall be counted and totaled at the end of each meal period (i.e., at the end of the breakfast meal period, at the end of the dinner meal period, etc.) approved in writing by the Government and Contractor, and paid at the rates offered in Section B.
- 2.1.4 To determine appropriate payment rate for meals (less than/more than 200 meals) in the Schedule of Items:
 - 2.1.4.1 The total number of sack lunches delivered for the lunch meal period on the same day shall constitute the total number of lunch meals for payment purposes.
 - 2.1.4.2 The total number of regular breakfasts, hot can breakfasts, and cold box breakfasts served for the breakfast meal period on the same day shall constitute the total number of breakfast meals for payment purposes.
 - 2.1.4.3 The total number of hot dinners and hot can dinners served for the dinner meal period on the same day shall constitute the total number of dinner meals for payment purposes.

2.2 Minimum Guarantee - First Three Meals

- 2.2.1 Before any Meals are Served - In the event an order is cancelled or reassigned en-route before any meals are served, the Contractor will be paid for the number of meals ordered for the first meal plus mileage, if applicable. If a Mobile Food Service Unit is rerouted more than once, the above would apply to each reroute until service begins. Once service begins, the following would apply.
- 2.2.2 Once Serving has Begun and Three (3) or Fewer Meals (Meal Periods) are Served. Once serving has begun and three (3) or fewer meals (meal periods) are served the Contractor will be paid 100% of the first three (3) meals ordered WHEN NO MORE THAN THREE (3) MEALS ARE SERVED.

2.2.3 Once Serving has Begun and Four (4) or More Meals (Meal Periods) are Served. Once serving has begun and four (4) or more meals (meal periods) are served, the Contractor will be paid 85% of the number of meals ordered for the first three (3) meals, or the actual number of meals served, whichever is greater.

2.2.4 Exceptions - If the Contractor's late arrival causes meals to be missed or a reduction in the number of meals served, the Contractor shall only be paid for the number of meals served. If meals are ordered by the Government from a non-contract service for the first and/or second meal periods because the Contractor is late, the Government is not obligated to cancel those orders and order from the Contractor after they arrive.

If the Contractor is in unavailability status, no payment shall be made.

If the Contractor's late arrival results in the Contractor's inability to serve the first meal ordered in total, and the Government has obtained meals from a non-contract service and/or the mobile food service is cancelled as a result, the first meal period guarantee does not apply, and no payment for meals shall be made.

If the Government contributes to the cause of late arrival, no reduction in the guarantee will be made.

2.3 Payment for Meals Beginning with the Fourth (4) Meal (Meal Period)

2.3.1 The Contractor will be paid as follows beginning with the fourth meal period:

2.3.1.1 Hot Meals

The number of hot meals actually served or 85 percent of the meal order, whichever is greater. The 85 percent also applies when cancellation or reduction was not made five (5) hours in advance of serving time.

2.3.1.2 Sack Lunches

When Fresh Sandwiches and Entree's (Prepared On-Site or Off-Site) Are Used - Payment shall be made for the number of complete sack lunches the Government actually takes possession of or the number prepared prior to cancellation or reduction of an order at the rate in Section B.

When Frozen Sandwiches and Entrees (Prepared On-Site or Off-Site) Are Used - Payment shall be made for the number of sack lunches the Government ordered less those that could remain frozen and the property of the Contractor.

2.4 Surcharges

2.4.1 Surcharge for Hot Meals

A surcharge for hot meals applies only when 500 or more meals are served and after the third meal period as follows:

2.4.1.1 The Government shall pay an additional 10 percent (surcharge) in addition to the meal prices shown in Section B when the number of meals served exceeds the number of meals ordered by 10 percent or more.

2.4.1.2 The surcharge will be paid on the number of meals in excess of the number of meals ordered plus 10 percent, using the regular meal price shown in Section B. Special meals ordered will be included in the count as regular meals.

For example: When 500 meals are ordered and 600 meals are served, a surcharge of 10 percent will be paid on 50 meals ($500 + 10\% = 550$ meals) (600 meals served - 550 meals from the surcharge adjustment = 50). If the meal price is \$10.00, 550 meals shall be paid at \$10 each and 50 meals will be paid at \$11 each ($\$10 + 10\% = \11).

2.4.2 Surcharge for Sack Lunches

After the initial sack lunch order in any one day/sack lunch period is given, a 10 percent surcharge shall apply to all additional sack lunch orders for that day/period when less than six hours for fresh sandwiches/entrees and four hours for frozen sandwiches/frozen substitutes is given. The order and acceptance times shall be clearly documented on the Form 1276-A, Daily Meal Order/Invoice Sheet.

2.5 Fresh Food Boxes

Fresh Food Boxes shall be ordered, itemized, inventoried, and accepted by the Government. The boxes shall be ordered using Block 30 of Form 1276-B, Daily Meal Order/Invoice Continuation Sheet.

G.3 SUPPLEMENTAL FOODS AND BEVERAGES

3.1 Supplemental foods and beverages shall be ordered, itemized, inventoried, and accepted by the Government. All items shall be recorded on 1276-B, Daily Meal Order/Invoice Continuation Sheet.

3.2 Supplemental foods and beverages shall be paid at the rates offered in Section B.

3.3 Payment shall be made for those items ordered and approved by the Food Unit Leader and itemized on Form 1276-B, Daily Meal Order/Invoice Continuation Sheet.

3.4 No payment shall be made for supplemental foods and beverages not listed and priced in Section B or that have not been ordered in advance by the COR or FDUL.

G.4 RELOCATION FEE

Each additional set-up/take-down of a Mobile Food Service unit properly ordered by the Government, beyond the initial set-up/take-down at an incident shall be paid at the relocation fee rate specified in Section B. The actual mileage, based on Government-verified odometer readings shall also be paid at the mileage rate specified in Section B.

G.5 OPTIONAL EQUIPMENT (WATER VEHICLE , REFRIGERATION STORAGE UNITS AND/OR HAND WASHING STATIONS) - MILEAGE

5.1 Optional equipment shall be ordered from the Dispatch Points and leave from the Base of Operation during the availability dates identified in Section B. For payment purposes, mileage shall be measured from the location of the Contractor's Base of Operations, or other properly approved location, at time of dispatch to the incident(s) using the Rand McNally Road Atlas® or Microsoft Expedia Streets & Trips® to the town nearest the incident and from there to the incident on Government-verified odometer readings.

If the Contractor's optional equipment has been released from an incident, the mileage shall be measured from the town nearest the incident to the next assigned incident based on Government-verified odometer readings. If the Contractor is not dispatched from one incident to another, mileage shall be measured from the last incident location to the Base of Operations in Section B or other location approved by the Contracting Officer.

5.2 Mileage for the optional equipment that is ordered, to and from the incident, shall be at the rates offered in Section B. Additional mileage rates shall not be paid for getting supplies or making repair on this equipment while at an incident.

5.3 Mileage while in use at the incident shall be paid by the Government at the applicable rates shown in Section B.

5.4 If an order for optional equipment is canceled prior to reaching an incident, the Contractor shall be paid one days usage plus actual mileage, if applicable.

5.5 Mileage shall not be paid for additional equipment voluntarily brought to an incident.

5.6 When optional equipment is released from one incident and subsequently reassigned to another prior to returning to its Base of Operations, it is the Contractor's responsibility to inform the COR or FDUL at the new incident of any changes or corrections in return mileage indicated on invoices submitted on prior incidents.

G.6 OPTIONAL WATER VEHICLE, REFRIGERATION STORAGE UNIT, AND/OR HAND WASHING STATIONS - USAGE

6.1 Payment for use of the Contractor's water vehicles, refrigeration storage units, and/or hand washing stations shall be made only when properly ordered through NICC or AICC and approved by the Government.

- 6.2 Payment for daily use shall begin when the optional equipment is ready for use at the rates offered in Section B until the equipment is released. Mileage to and from the incident shall not be paid on optional equipment 'voluntarily delivered and subsequently ordered.
- 6.3 Payment for full days of availability and usage shall be made at the daily rates offered in Section B until the unit is released.
- 6.4 Payment for partial days at the beginning and ending of the use period or due to unavailability shall be made at one-half the daily rate when service (equipment is still in use by camp personnel, not waiting for gray water support, etc.) is provided for eight (8) hours or less.
- 6.5 If equipment has begun service (equipment actually in use by camp personnel) and becomes unavailable, or for fractional days at the beginning and ending of the use period, one-half the daily rate shall be paid if service is provided for eight (8) hours or less.
- 6.6 Additional water vehicles, refrigeration storage units and hand washing stations not on Section B shall not be paid under this contract. They must be ordered using a local Emergency Equipment Rental Agreement or other valid procurement instrument and paid in accordance with the provisions therein.

G.7 MISCELLANEOUS CHARGES AND CREDITS

- 7.1 Equipment Repair, Supplies and Fuel - Any costs incurred by the Government in repairing the Contractor's equipment and/or providing Government-furnished supplies/fuel to the Contractor, shall be deducted from payments due the Contractor on a daily basis on Form 1276-B, Daily Meal Order/Invoice Continuation Sheet.
- 7.2 Lost/Damaged Equipment/Supplies - Any Contractor equipment or supplies lost or damaged by the Government and certified as lost or damaged by the COR or FDUL shall be credited to payments due the Contractor on Form 1276-B, Daily Meal Order/Invoice Continuation Sheet and submitted to the Contracting Officer for approval.
- 7.3 Partial Refrigeration Storage Space - The usage rate for partial refrigeration storage space (on an available basis) in the Contractor's Mobile Food Service Unit or optional refrigeration units shall be paid at the rate in Section B. This does not apply to the use of a complete optional refrigeration storage unit.
- 7.4 Licenses and Permits - Contractors are responsible for all licenses and permits needed to perform work under this contract. However, when a Mobile Food Service Unit is dispatched outside the state of the Designated Dispatch Point (DDP), the following shall apply:
 - 7.4.1 Permits and licenses purchased as a result of being dispatched to an incident outside the State of the DDP shall be credited to payments due the Contractor.
 - 7.4.2 Proof of expenditures shall be attached to the 1276-B, Daily Meal Order/Invoice Continuation Sheet. Without original license and permits, payment shall not be made.
 - 7.4.3 Payment shall be limited to those vehicles that comprise the Mobile Food Service Unit as shown in Section B.

- 7.5 Commissary - Commissary items available at an incident may be purchased by Contractor's employees on a cash basis only. These items shall not be shown as deductions on the 1276-A and B, Daily Meal order/Invoice and Continuation Sheet.
- 7.6 Sales/Use/Privilege Tax - The Contractor is required to pay all applicable taxes. However, the Government shall reimburse the Contractor for all applicable state sales/use/privilege taxes assessed on earnings under this contract. If tax is known at time of invoice preparation, the tax shall be as a separate line item under "Miscellaneous Charges and Credits" on Form 1276-B, Daily Meal Order/Invoice Continuation Sheet. Otherwise, the Contractor may invoice taxes separately to the payment office. Invoices must identify charges applicable to each incident by name and reference back to the previously submitted invoices. The Government shall only reimburse the Contractor the taxes the Contractor is required to pay. If the Contractor is eligible for tax exemptions or exclusions, the Government shall not provide reimbursement. Any tax rebates will be refunded to the Government. Proof of expenditures shall be attached to a Form 1276-B, Daily Meal Order/Invoice Continuation Sheet and forwarded to the Contracting Officer for approval.

G.8 PAYMENT PROCEDURES

- 8.1 All meal charges, relocation fees and mileage charges for the Mobile Food Service Units shall be itemized on Form 1276-A, Daily Meal Order/Invoice and Form 1276-B, Daily Meal Order/Invoice Continuation Sheet. The Contractor shall fill out this Form and submit it to the COR or FDUL for review and approval.
- 8.2 When ordered, optional water vehicle, refrigerated storage unit, and hand washing station usage, and mileage shall be itemized on Form 1276-B Daily Meal Order/Invoice Continuation Sheet under Miscellaneous Charges and Credits and paid at the rates in Schedule B.
- 8.3 Supplemental food and beverage totals shall be shown on Form 1276-A Daily Meal Order/Invoice and Form 1276-B Daily Meal Order/Invoice Continuation Sheet.
- 8.4 Any additional credits or deductions shall be shown on Form 1276-A Daily Meal Order/ Invoice and Form 1276-B Daily Meal Order/Invoice Continuation Sheet with clear explanations in the remarks blocks. The Contractor shall certify on the last invoice that all fuel purchases, etc. have been accounted for and documented on Contractor's invoices prior to leaving Incident.
- 8.5 The Contractor and COR or FDUL must print their names and also affix a signature on Form 1276-A Daily Meal Order/Invoice and 1276-B Daily Meal Order/Invoice Continuation Sheet. The Government representative shall include his/her title, work address and work phone number and the Contractor shall include his title and phone number. Invoices not signed by COR or FDUL shall not be paid.
- 8.6 The invoices shall be dispersed as follows:
- 8.6.1 Original - The original of every invoice shall be submitted by the Contractor to the Boise National Forest (NF), 1249 South Vinnell Way, Boise, ID 83709, Attn.: F&A, for payment.
- 8.6.2 Gold - The Contractor shall keep the gold copy for their personal records.

- 8.6.3 Pink - The FDUL shall keep the pink copy for their personal records.
 - 8.6.4 Blue - The blue Contracting Officer copy shall to be sent to the Boise NF fiscal office by the COR or FDUL for verification of the original invoice submitted by the Contractor. The fiscal office shall forward the blue copy to the Contracting Officer after payment is made.
 - 8.6.5 Green - The Documentation Unit Leader shall keep the green copy for the incident files.
- 8.7 Payment shall be made upon receipt of proper invoices and paid in accordance with the Prompt Payment Act (See I.18).
- 8.8 No payment shall be made under this contract for supplies or services not priced in Section B. Water vehicles, refrigeration storage units, and hand washing stations not in Section B shall not be paid under this contract. They shall be ordered using a local Emergency Equipment Rental Agreement or other valid procurement instrument and paid in accordance with the provisions therein.

G.9 ELECTRONIC FUNDS TRANSFER

Contractors are required to have invoices paid electronically under Vendor Express by contacting the National Finance Center (NFC), Miscellaneous Payments Section, located in New Orleans, LA. Contractors can reach NFC by calling telephone number 1/800-421-0323. Upon notification, NFC will forward an enrollment package that will include Form NFC-1107 with an assigned nine-digit vendor identification number. The package will include all necessary instructions for setting up an electronic account. If there are any questions or problems, contact the Contracting Officer.

PART I - THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 POST AWARD CONFERENCE (AGAR 452.215-73) (NOV 1996)

A post award conference with the successful Offeror is required. It will be scheduled within 60 days after the date of contract award. The conference will be held at:

To be determined at a later date.

H.2 PERMITS AND RESPONSIBILITIES (FAR 52.236-7) (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons; or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work, which may have been accepted under the contract.

H.3 KEY PERSONNEL (AGAR 452.237-74) (FEB 1988)

- (a) The Contractor shall assign to this contract the following Mobile Food Service Unit Managers as key personnel:

<u>Mobile Food Service Unit No.</u>	<u>Manager Assigned</u>
_____	_____
_____	_____
_____	_____

- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

This clause incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

(FAR 52.202-1)	(OCT 1995)	DEFINITIONS
(FAR 52.203-3)	(APR 1984)	GRATUITIES
(FAR 52.203-5)	(APR 1984)	COVENANT AGAINST CONTINGENT FEES
(FAR 52.203-6)	(JUL 1995)	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
(FAR 52.204-4)	(JUN 1996)	PRINTING/COPY DOUBLE-SIDED ON RECYCLED PAPER
(FAR 52.203-8)	(JAN 1997)	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
(FAR 52.203-7)	(OCT 1988)	ANTI-KICKBACK PROCEDURES
(FAR 52.203-10)	(JAN 1997)	PRICE OR FEE ADJUSTMENT FOR IMPROPER ILLEGAL ACTIVITY
(FAR 52.203-12)	(JUN 1997)	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
(FAR 52.209-6)	(JUL 1995)	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
(FAR 52.215-2)	(FEB 1993)	AUDIT--NEGOTIATION
(FAR 52.215-26)	(JAN 1997)	INTEGRITY OF UNIT PRICES
(FAR 52.215-33)	(JAN 1996)	ORDER OF PRECEDENCE
(FAR 52.222-3)	(APR 1984)	CONVICT LABOR
(FAR 52.222-26)	(APR 1984)	EQUAL OPPORTUNITY
(FAR 52.222-28)	(APR 1984)	EQUAL OPPORTUNITY PRE-AWARD CLEARANCE OF SUBCONTRACTOR
(FAR 52.222-35)	(APR 1984)	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
(FAR 52.222-36)	(APR 1984)	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
(FAR 52.222-37)	(JAN 1988)	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
(FAR 52.223-2)	(APR 1984)	CLEAN AIR AND WATER
(FAR 52.223-12)	(MAY 1995)	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
(FAR 52.223-14)	(OCT 1996)	TOXIC CHEMICAL RELEASE REPORTING
(FAR 52.225-11)	(MAY 1992)	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
(FAR 52.227-1)	(JUL 1995)	AUTHORIZATION AND CONSENT
(FAR 52.227-2)	(AUG 1996)	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

(FAR 52.229-3)	(JAN 1991)	FEDERAL, STATE, AND LOCAL TAXES
(FAR 52.229-5)	(APR 1984)	TAXES CONTRACTS PERFORMED IN U.S.
		POSSESSIONS OR PUERTO RICO
(FAR 52.232-11)	(APR 1984)	EXTRAS
(FAR 52.232-17)	(JUN 1996)	INTEREST
(FAR 52.233-2)	(AUG 1996)	PROTEST AFTER AWARD
(FAR 52.242-13)	(JUL 1995)	BANKRUPTCY
(FAR 52.242-14)	(APR 1984)	SUSPENSION OF WORK
(FAR 52.244-1)	(OCT 1997)	SUBCONTRACTS FIXED-PRICE CONTRACTS
(FAR 52.245-4)	(APR 1984)	GOVERNMENT FURNISH PROPERTY (SHORT FORM)
(FAR 52.246-25)	(FEB 1997)	LIMITATION OF LIABILITY - SERVICES
(FAR 52.253-1)	(JAN 1991)	COMPUTER GENERATED FORMS

I.2 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If -

(1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost and pricing data. If the Contractor is not granted an exception from the requirements to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.3 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through contract expiration.

(b) All delivery or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than 600 meals or the Contractors offered minimum dispatch acceptance quantities of meals per day the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor
 - (1) Any order for a single item in excess of \$500,000.
 - (2) Any order for a combination of items in excess of \$1,000,000.
 - (3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 4 hours after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 REQUIREMENTS (FAR 52.216-21) (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Governments requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in order. The contract shall govern the Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 2004.

I.6 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days. Provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years. The initial contract period shall extend from the date of award through December 31, 1999, and at the option of the Government, the contract may be extended for one year periods, January 1 through December 31.

I.7 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (FAR 52.219-8) (JUN 1997)

- (a) It is the policy of the United States that small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

- (c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern--
- (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 per centum of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and
 - (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124. The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act. The Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.
- (d) The term "small business concern owned and controlled by women" shall mean a small business concern--
- (1) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women; and
- (e) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals or a small business concern owned and controlled by women.

I.8 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (FAR 52.219-9)(AUG 1996)

- (a) This clause does not apply to small business concerns.
- (b) "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.
- "Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns and with women-owned small business concerns. If the Offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns, small disadvantaged business concerns, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.
- (d) The Offeror's subcontracting plan shall include the following:
- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns, small disadvantaged business concerns and women-owned small business concerns as subcontractors. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
 - (2) A statement of--
 - (i) Total dollars planned to be subcontracted;
 - (ii) Total dollars planned to be subcontracted to small business concerns;
 - (iii) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (iv) Total dollars planned to be subcontracted to women-owned small business concerns.
 - (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--
 - (i) Small business concerns,
 - (ii) Small disadvantaged business concerns, and
 - (iii) Women-owned small business concerns.
 - (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
 - (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. A firm may rely on PASS as its small business source list. Use of the PASS as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.

- (6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--
 - (i) Small business concerns;
 - (ii) Small disadvantaged business concerns; and
 - (iii) Women-owned small business concerns.
- (7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the Offeror will make to assure that small, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the Offeror will include the clause in this contract entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan agreed to by the Offeror.
- (10) Assurances that the Offeror will--
 - (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports in order to allow the Government to determine the extent of compliance by the Offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms; and
 - (iv) Ensure that its subcontractors agree to submit Standard Forms 294 and 295.
- (11) A recitation of the types of records the Offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small, small disadvantaged and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
 - (i) Source lists (e.g., PASS), guides, and other data that identify small, small disadvantaged and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

- (A) Whether small business concerns were solicited and if not, why not;
 - (B) Whether small disadvantaged business concerns were solicited and if not, why not;
 - (C) Whether women-owned small business concerns were solicited and if not, why not; and
 - (D) If applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact--
 - (A) Trade associations;
 - (B) Business development organizations; and
 - (C) Conferences and trade fairs to locate small, small disadvantaged and women-owned small business sources.
 - (v) Records of internal guidance and encouragement provided to buyers through--
 - (A) Workshops, seminars, training, *etc.*, and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the Offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small, small disadvantaged and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the contractor's lists of potential small, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small, small disadvantaged and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged and women-owned small business firms.
 - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided--

- (1) The master plan has been approved,
 - (2) The Offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g)
- (1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the Offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the Offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.
 - (2) The annual plan shall be reviewed for approval by the agency awarding the Offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.
 - (3) The approved plan shall remain in effect during the Offeror's fiscal year for all of the Offeror's commercial products.
- (h) Prior compliance of the Offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the Offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with--
- (1) The clause of this contract entitled "Utilization Of Small, Small Disadvantaged and Women-Owned Small Business Concerns;" or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.

**I.9 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME
COMPENSATION (FAR 52.222-4) (JUL 1995)**

- (a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act which is held the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.
- (d) Payrolls and basic records.
- (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
- (2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.
- (e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

I.10 PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW **(FAR 52.222-24 (APR 1984))**

An award in the amount of \$1 million or more will not be made under this solicitation unless the Offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

I.11 SERVICE CONTRACT ACT OF 1965, AS AMENDED (FAR 52.222-41) (MAY 1989)

- (a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, *et seq.*).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

- (c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (*i.e.*, the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (*i.e.*, appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
 - (iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
 - (B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.
 - (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.
 - (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished there under to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.
- (e) Minimum wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.
- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the work site. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor, which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(1) Records.

- (i) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(1) For each employee subject to the Act-

- (A) Name and address and social security number;
- (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
- (C) Daily and weekly hours worked by each employee; and
- (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the work site during normal working hours.

- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

- (k) Withholding of payments and termination of contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.
- (n) Seniority list. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.
- (p) Contractor's certification.
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

- (q) Variations, tolerances, and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:
- (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision:
- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I.12 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) **(MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

<u>Employee Class</u>	<u>Monetary Wage--Fringe Benefits</u>
Cook	DIFFERENT FOR EACH AREA
Supervisory Cook	DIFFERENT FOR EACH AREA
Laborer	DIFFERENT FOR EACH AREA
Truck Driver	DIFFERENT FOR EACH AREA
Camp Helper	DIFFERENT FOR EACH AREA

I.13 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE **ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (FAR 52.222-43)** **(MAY 1989)**

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, *et seq.*), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

- (d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
- (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
 - (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or
 - (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
- (g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

I.14 DRUG-FREE WORKPLACE (FAR 52.223-6) (JAN 1997)

- (a) Definitions. As used in this clause:

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/contractor that has no more than one employee including the Offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
 - (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

I.15 BUY AMERICAN ACT--SUPPLIES (FAR 52.225-3) (JAN 1994)

- (a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic end products.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product," as used in this clause, means (1) an un-manufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

- (b) The Contractor shall deliver only domestic end products, except those:
 - (1) For use outside the United States;
 - (2) That the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
 - (3) For which the agency determines that domestic preference would be inconsistent with the public interest; or
 - (4) For which the agency determines the cost to be unreasonable (see FAR 25.105).

I.16 PAYMENTS (FAR 52.232-1) (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if:

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

I.17 DISCOUNTS FOR PROMPT PAYMENT (FAR 52.232-8) (MAY 1997)

- (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, Offerors awarded contracts may include prompt payment discounts on individual invoices.
- (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

I.18 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19) (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 1999. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 1999, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.19 PROMPT PAYMENT (FAR 52.232-25) (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments

(1) Due date.

(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

- (ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.
- (3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.
- (i) Name and address of the Contractor.
 - (ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)
 - (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
 - (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
 - (viii) Any other information or documentation required by the contract (such as evidence of shipment).
 - (ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.
- (4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.
- (i) A proper invoice was received by the designated billing office.

- (ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
 - (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the *Federal Register* semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
 - (ii) The following periods of time will not be included in the determination of an interest penalty:
 - (A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).
 - (B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.
 - (C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty.

(i) A penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii) (A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall:

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

- (2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.
 - (iii) (A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty except:
 - (1) The additional penalty shall not exceed \$5,000;
 - (2) The additional penalty shall never be less than \$25; and
 - (3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.
 - (B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.
 - (C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.
 - (D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).
- (b) Contract financing payments
- (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.
 - (2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.
 - (3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.
- (c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I.20 DISPUTES (FAR 52.233-1) (OCT 1995) ALTERNATE I (DEC 1991)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
 - (2) (i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim--
 - (A) Exceeding \$100,000; or
 - (B) Regardless of the amount claimed, when using
 - (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
 - (2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).
 - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendente lite of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

I.21 CHANGES--FIXED PRICE (FAR 52.243-1) (AUG 1987) ALTERNATE I (APR 1984)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (1) Description of services to be performed.
 - (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
 - (3) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

I.22 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (FAR 52.249-4) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

I.23 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (FAR 52.249-8) (APR 1984)

- (a) (1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to
 - (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
 - (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
 - (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause).
- (2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.
- (b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

- (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- (e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.
- (f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.
- (g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.
- (h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

I.24 ECONOMIC PRICE ADJUSTMENTS

Contract rates applicable to each renewal contract period will be established in accordance with the following to reflect increases or decreases in the cost or performance of the contract work. The increases or decreases used in establishing the rates will be those indicated by the change in the following Consumer Price Indices (CPI-U's) and formulas:

- (a) The "Breakfast, Sack Lunch, Dinner, Supplemental Food and Beverage and fresh food box rates will be affected by:
 - CPI-U: Commodity and Service Group - Commodities
 - Actual Percent Change x 85% of last adjusted rate
- (b) The "Usage Rate" for optional refrigerated storage units, water vehicles and hand washing stations will be affected by:
 - CPI-U: Commodity and Service Group - Services
 - Actual Percent Change x 90% of last adjusted rate
- (c) The "Mileage Rate" for the Mobile Food Service Unit, any optional refrigerated storage units and water vehicles will be affected by:
 - CPI-U: Expenditure Category - Motor Fuel and Gasoline, and Maintenance and Repairs
 - Average Percent Change x 100% of last adjusted rate.

(d) Employment Costs -

Average of percent changes in the Employment Index, Table 3, Service Occupations
x 15% (a) and 10% (b) of last adjusted rate.

Substantial changes in the health and welfare, fringe benefits, etc. will be adjusted in accordance with the Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (FAR 52.222-43) (May 1989).

In the event that a substantial revision to the method of calculating an index is used by the Bureau of Labor Statistics, U.S. Department of Labor, or the index is discontinued, the Contracting Officer will select a comparable index for use under the contract. The index chosen will be either a current index in use or a comparable index prepared by the Bureau of Labor Statistics, U.S. Department of Labor, prepared at the request of the Contracting Officer.

The newly established rates will become effective on **January 1** of the calendar year in which the contract renewal is effective. The basis for establishing the rates will be the changes in the indices and wage determination over the calendar year immediately prior to the year in which the renewal is effective.

The change to the index will be determined by using **September to September** unadjusted figures as they appear in the Summary Data from the Consumer Price Index News Release and Employment Cost Index.

The rates will be derived by multiplying the actual percentage change times the rate in effect for the year immediately prior to the year in which the renewal is effective. The result will be added to the rates for the prior year to become the newly established rate. (Meal prices, supplemental foods and beverages, and mileage rates will be rounded to the nearest 5 cents; usage rates will be rounded to the nearest \$5.00.)

Any increase will not exceed 15% of the rate being adjusted and the aggregate change over the life of the contract, including renewals, shall not exceed 30% of the initial contract rates.

I.25 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Agriculture Acquisition Regulation (48 CFR Chapter 4) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.26 ASSIGNMENT OF CLAIMS (FAR 52.232-23) (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

I.27 PROPERTY AND PERSONAL DAMAGE

- (a) The Contractor shall use every precaution necessary to prevent damage to public and private property.
- (b) The Contractor shall be responsible for all damage to property and to persons, including third parties, that occur as a result of his or his agent's or employee's fault or negligence. The term "third parties" is construed to include employees of the Government.
- (c) The Contractor shall procure and maintain during the term of this contract, and any extension thereof, Liability insurance in such form and by such company as may be acceptable to the Contracting Officer. The parties named insured under the policies shall be the **Contractor and the United States of America.**

- (d) The minimum limits of liability insurance coverage shall be:

Liability for Bodily Injury to or Death of Persons

A limit of at least seventy-five thousand dollars (\$75,000) for each person in any one occurrence, and a limit of at least five hundred thousand dollars (\$500,000) for each occurrence.

Liability for Loss or Damage to Property

A limit of at least five hundred thousand dollars (\$500,000) for each occurrence.

- (e) The contractor, prior to the commencement of work under this contract and upon each contract extension, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

PART III - LIST OF DOCUMENTS, EXHIBITS,
AND OTHER ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (AGAR 452.252-70)(FEB 1988)

- 1A. Food Service Request
2. Interagency Mobile Food Services Performance Evaluation (Form 1276-E)
3. Wage Determinations
4. Designations
 - A. Designation of Contracting Officer's Representative
 - B. Designation of Contracting Officer's Technical Representative
 - C. Designation of Inspector
5. Contractor Weekly Menus
6. Potable Water Standards
7. Daily Meal Order/Invoice Mobile Food Service (Form 1276-A)
8. Daily Meal Order/Invoice Mobile Food Service - Continuation Sheet (Form 1276-B)
9. Fresh Food Boxes

J.1A - FOOD SERVICE REQUEST

Incident Name _____ Management/Fiscal Code _____

Resource Order No. _____ Request No. _____ Date _____

I. Date, Time, Meals, and Meal Numbers

1. Date of first meal _____ Time of first meal _____

2. Estimated number for the first three meals

(Minimum guarantee is based on these estimates):

1st meal _____ [] Hot Breakfast [] Sack Lunch [] Dinner

2nd meal _____ [] Hot Breakfast [] Sack Lunch [] Dinner

3rd meal _____ [] Hot Breakfast [] Sack Lunch [] Dinner

3. Food Boxes: _____

4. Mutually agreed date/time (when dispatched) of first meal to be served: _____

II. Location

Reporting location _____

Contact person _____

Contracting Officer's Technical Representative _____

FDUL: _____

III. Support Information for Contractors

Nearest potable water _____

The benefiting unit is responsible for providing the following services:

1. Gray water pumper

3. Department of Health notified (optional)

2. Potable water

Incidents requesting potable water tenders, gray water tenders, or refrigerated storage vans must assign new request numbers for each resource ordered.

IV. Estimated Duration/Needs

1. Anticipated Duration of Incident _____

2. Number of Personnel at Peak of Incident _____

3. Spike Camps? [] No [] Yes Number _____ No. of meals per camp per day _____

V. Additional Information

Contact _____ Telephone _____

GACC _____ Telephone _____

J.2 Interagency Mobile Food Services Performance Evaluation

Contractor and Unit #	Contract No.	Incident Name	Inclusive Dates
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Detailed explanations must be documented if the ratings did not meet contract specifications or if the contract specifications were consistently exceeded. Comments are optional when specifications are met. Examples of items to be assessed for each category are not all-inclusive. Additional comments can be written on a separate page and attached to this evaluation.

Food Quality (met contract requirements for food grades, marking and packaging; minimized the use of further processed foods) yes ☐ no ☐ explain: _____

Were menus approved and followed; and were meals well presented, balanced and tasty? yes ☐ no ☐ explain: _____

Food Quantity (met contract requirement for entrees, salad bar, service bars and required items) yes ☐ no ☐ explain: _____

Equipment (met required contract specifications; is neat and clean in appearance, operating smoothly, well maintained and repaired in timely matter) yes ☐ no ☐ explain: _____

Personnel (clean, professional, wearing proper company identification and trained) yes ☐ no ☐ explain: _____

Safety and Sanitation (met contract specifications for food handling and storage; and food and water testing requirements) yes ☐ no ☐ explain: _____

Time Schedules (met agreed upon mobilization time, set up time, all serving or delivery times and serving rate requirements) yes ☐ no ☐ explain: _____

Management and Business Relations (**Contractor was professional in planning, organizing, delivery of supplies, adaptability, personnel management, cooperation with government representatives and firefighters, attitude and team work**) yes ☐ no ☐ explain: _____

Were records maintained and self-inspections performed? yes ☐ no ☐ explain: _____

Area(s) for improvement, if any: _____

<div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> <input type="checkbox"/> COR <input type="checkbox"/> FDUL <input type="checkbox"/> COTR </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Print Name _____ Work Address _____ Phone Number _____ </div> <div style="width: 45%;"> Signature _____ Date _____ </div> </div>	<div style="text-align: center; margin-bottom: 5px;">Contractor Representative</div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Print Name _____ Work Address _____ Phone Number _____ </div> <div style="width: 45%;"> Signature _____ Date _____ </div> </div>
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The Contractor may submit written comments regarding this performance evaluation to Contracting Officer at any time.

J.3 WAGE RATE DETERMINATIONS

Per U.S. Department of Labor approval letter dated July 7, 1998, Contractors in the contiguous Western States must pay their employees per the applicable Wage Determination (WD's) for the county from which they will be deployed. Contractors performing in Alaska must pay their employees per the Applicable Wage Determination for the county where the work is performed. Applicable Wage Determinations numbers are listed below for various potential locations of deployment and copies of them are available upon request from the Contracting Officer.

Wage Determination No.	State and/or County	Revision No.	Revision Date
1. <u>Contiguous Western States</u>			
94-2023	Arizona-Coconino	21	05/31/2001
94-2025	Arizona-Pima	23	05/31/2001
94-2045	California-Fresno	16	05/31/2001
94-2053	California-Riverside	18	05/31/2001
94-2055	California-Shasta	17	05/31/2001
94-2083	Colorado-Montrose	16	05/31/2001
94-2159	Idaho-Statewide	17	07/03/2001
94-2317	Montana-Statewide	15	05/31/2001
94-2333	California/Nevada-Washo	18	05/31/2001
94-2362	New Mexico-Bernalillo	13	07/06/2001
94-2439	Oregon-Lake, Deschutes, Jackson	16	05/31/2001
94-2441	Oregon/Washington- Klickitat	17	05/31/2001
94-2531	Utah-Statewide	18	06/13/2001
94-2563	Washington-Snohomish	19	07/13/2001
94-2565	Washington-Chelan, Okanogan	15	07/09/2001
94-2587	Nebraska//Wyoming- Statewide	18	05/31/2001
2. <u>Alaska</u>			
1994-2017	Alaska-Statewide	21	6/04/2000

J.4A - Designation of Contracting Officer's Representative	Contract No. - AS SHOWN IN THE BLUE BOOK	File Code - 6320
	Unit - NIFC	
COR Logistics Section Chief	Project - MOBILE FOOD SERVICE UNITS	
	Contractor - AS SHOWN IN THE BLUE BOOK	

This is your designation as Contracting Officer's Representative (Logistics Section Chief) on the above contract. Your major duties and responsibilities are outlined below.

A. You are delegated full authority to require compliance under the contract **EXCEPT** for the following actions that are reserved for the Contracting Officer:

1. Approve Change Orders and Amendments.
2. Negotiate any changes to the contract, including mandatory meal configurations or price
and supplemental foods and beverages not included on the listing.
3. Take action to terminate the contract for default or Government convenience.
4. Approve Assignments of Claims.
5. Make final decisions under the Disputes Clause.

B. You are delegated the following major duties and responsibilities:

1. Assure that a qualified Food Unit Leader is assigned as an Inspector and a COTR is ordered to assist you in administering the contract (see Inspector Designation). When an Inspector is not assigned, assure those duties are performed.
2. Resolve differences or disputes prior to departing an Incident. If resolution cannot be obtained, contact the Contracting Officer.
3. Ensure that Contractor Weekly Menus are approved in advance, Contract Daily Diaries are maintained, that a Contractor Performance Evaluation is completed by all Government Representatives assigned under the contract, and that such paperwork is forwarded to the Contracting Officer prior to departure from each fire incident.
4. Contact the Contracting Officer **IMMEDIATELY** whenever the Contractor equipment or personnel are not in condition to perform or fail to perform the services required.

Contracting Officer's Name (Print or Type) JANET D. McCLUSKEY	Signature	Date
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J.4B - Designation of Contracting Officer's Technical Representative	Contract No. AS SHOWN IN THE BLUE BOOK	File Code - 6320
	Unit - NIFC	
COTR	Project - MOBILE FOOD SERVICE UNITS	
	Contractor - AS SHOWN IN THE BLUE BOOK	

This is your designation as Contracting Officer's Technical Representative on the above contract.

Your major duties and responsibilities are outlined below.

A. You are delegated full authority to require compliance under the contract **EXCEPT** for the following actions which are reserved for the Contracting Officer:

1. Approve Change Orders and Amendments
2. Negotiate any changes to the contract, including mandatory meal configurations or prices and supplemental foods, and beverages not included on the listing.
3. Take action to terminate the contract for default or Government convenience.
4. Approve Assignment of Claims
5. Make final decisions under the Disputes Clause.

B. You are delegated the following major duties and responsibilities:

1. Perform in the capacity of Special Assistant to the Logistics Section Chief (COR) to assist in the timely and effective administration of the contract.
2. Perform as acting Contracting Officer's Representative in his/her absence at an incident.
3. Provide assistance and guidance to the Food and Facilities Unit Leaders (Inspectors) under the direction of the COR.
4. Report all findings and recommendations related to contract administration and contract performance to the COR and Contracting Officer.
5. Maintain a Contract Daily Diary, complete a Contractor Performance Evaluation, and provide copies of such paperwork to the COR and Contracting Officer for each fire incident.

Contracting Officer's Name (Print or Type) JANET D. McCLUSKEY	Signature	Date
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J.4C - Designation of Inspector	Contract No. AS SHOWN IN THE BLUE BOOK	File Code - 6320
	Unit - NIFC	
INSPECTOR FOOD UNIT LEADER	Project - MOBILE FOOD SERVICE UNITS	
	Contractor - AS SHOWN IN THE BLUE BOOK	

This is your designation as Inspector (Food Unit Leader) to administer the above contract. Your major duties and responsibilities are outlined below.

A. You are delegated full authority to require compliance under the contract **EXCEPT** for the following actions, which are reserved for the Contracting Officer:

1. Approve Change Orders and Amendments.
2. Negotiate any changes to the contract, including mandatory meal configurations or prices and supplemental foods and beverages not included on the listing.
3. Take action to terminate the contract for default or Government convenience.
4. Approve Assignment of Claims.
5. Make final decisions under the Disputes Clause.

B. You are delegated the following major duties and responsibilities:

1. Assist the Contracting Officer's Representative (COR) with contract administration duties, report and document in writing noncompliance with contract requirements or other areas of difficulty.
2. Approve and designate kitchen site locations.
3. Inspect and approve outdoor barbeques not already approved under the contract.
4. Issue orders for meals, sack lunches, and box breakfasts.
5. Approve written menus in advance of serving time.
6. Ensure proper meal counts are made for each meal.
7. Complete NFES 1276-A and 1276-B and reconcile meal counts at the end of each meal. Verify mileage and supplemental item charges and approve for payment. Make proper distribution of forms.
8. Order priced Supplemental Foods and Beverages shown in Section B as needed to supply incident needs (verify and approve freight charges, if appropriate).

J.4C – Designation of Inspector (Continued)	Contract No. AS SHOWN IN THE BLUE BOOK	File Code - 6320
	Unit - NIFC	
INSPECTOR FOOD UNIT LEADER (Continued)	Project - MOBILE FOOD SERVICE UNITS	
	Contractor - AS SHOWN IN THE BLUE BOOK	

9. Ensure that proper documentation is made for all payments under the contract.

10. Maintain a Contract Daily Diary, complete a Contractor Performance Evaluation, and forward them, and the Contractor's Menus, to the Logistics Chief prior to departing a fire incident.

Contracting Officer's Name (Print or Type) JANET D. McCLUSKEY	Signature	Date
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J.5 - CONTRACTOR WEEKLY MENUS

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J.5 CONTRACTOR MENUS

(For Advance Approval by FDUL's)

SERVING DATES _____ CONTRACTOR/UNIT _____ FIRE INCIDENT _____

HOT AND HOT CAN BREAKFASTS	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	APPROVED		SERVED	
								YES	NO	YES	NO
EGGS, Two (2) Shell OR Liquid OR Frozen											
MEAT, Four (4) ozs. Raw Weight Type: Fresh OR Frozen OR Precooked											
BREAD, Three (3) OR Equivalent AND Potatoes, 6 Ozs. OR Hot Cakes AND Potatoes, 6 Ozs. OR French Toast AND Potatoes, 6 Ozs. OR Waffles AND Potatoes, 6 Ozs. All "Equivalents" Shall Be Equal to Three (3) Breads											
MILK, One (1) Pint –16 Ozs. Whole OR 2% OR Skim											
FRUIT, Fresh OR Canned OR 100% Juice, 5-1/2 Ozs.											

PROPOSED BY _____ DATE _____ APPROVED BY _____ DATE _____
Kitchen Manager *Food Unit Leader or COR*

--All changes to a previously approved menu **MUST** be reviewed and approved in advance by the Food Unit Leader or COR.

--This form does not constitute an order for meals. It verifies **ONLY advance agreement on** and **approval of** the Contractor's menu items.

J.5 CONTRACTOR MENUS

(For Advance Approval by FDUL's)

SERVING DATES _____ CONTRACTOR/UNIT _____ FIRE INCIDENT _____

COLD CAN BREAKFASTS	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	APPROVED		SERVED	
								YES	NO	YES	NO
CEREAL, Cold, Two (2) 3/4 oz.											
100% JUICE, One (1), 5-1/2 oz.											
MUFFINS OR Equivalent Equal to Three (3) 1 to 1-1/2 oz. Slice of Bread											
MILK, Two (2) Pints --16 ozs. Whole OR 2% OR Skim											
FRUIT, Fresh OR Canned, 5-1/2 ozs. OR Dried, 2 ozs.											
BURRITOS, Two (2), 6 ozs.											

PROPOSED BY _____ DATE _____ APPROVED BY _____ DATE _____
Kitchen Manager *Food Unit Leader or COR*

--All changes to a previously approved menu **MUST** be reviewed and approved in advance by the Food Unit Leader or COR.

--This form does not constitute an order for meals. It verifies **ONLY advance agreement on** and **approval of** the Contractor's menu items.

J. 5 CONTRACTOR MENUS

(For Advance Approval by FDUL's)

SERVING DATES _____ CONTRACTOR/UNIT _____ FIRE INCIDENT _____

HOT AND HOT CAN DINNERS	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	APPROVED		SERVED	
								YES	NO	YES	NO
Entree 1 - Meat--Type: Fresh OR Frozen OR Precooked											
Nonmeat Protein, 4 oz. Fresh OR Frozen OR Precooked											
Vegetables, 4 ozs. Fresh OR Canned OR Frozen											
Four (4) ozs. Salad in Lieu of Salad Bar for Hot Cans											
Six (6) ozs. Potatoes OR Substitute-- Fresh OR Prepackaged											
Two (2) Bread, 1 to 1-1/2 ozs.-- Type: White OR 100% Wheat OR Other											
One (1) Pint -- 16 ozs. Milk Whole OR 2% OR Skim											
Dessert, 4 ozs.											
Salad Bar--Five (5) Toppings AND Two (2) Prepared Salads AND Tossed Green Salad AND One (1) Fruit Salad											

PROPOSED BY _____ DATE _____ APPROVED BY _____ DATE _____
Kitchen Manager *Food Unit Leader or COR*

--All changes to a previously approved menu **MUST** be reviewed and approved in advance by the Food Unit Leader or COR.

--This form does not constitute an order for meals. It verifies **ONLY advance agreement on** and **approval of** the Contractor's menu items.

J.5 CONTRACTOR MENUS

(For Advance Approval by FDUL's)

SERVING DATES _____ CONTRACTOR/UNIT _____ FIRE INCIDENT _____

SACK LUNCHES--REGULAR	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	APPROVED		SERVED	
								YES	NO	YES	NO
Entree 1--Meat Sandwich Type of Meat/Bread: Fresh OR Frozen											
Entree 2--Variety Item OR Super Sized Hoagie OR Super Sized Submarine Sandwich OR Second Regular Sandwich Type of Meat/Bread: Fresh OR Frozen											
Condiments, Four (4) for Entrees OR Sandwiches											
Fruit, Fresh OR Pre-wrapped Dried, 2 ozs.											
Cookies OR Brownies OR Granola Bar OR Equivalent (All Pre- wrapped)											
Fruit Juice, 100%- (Two Containers with a Total of 11 ozs.											
Snack--2 ozs. Trail Mix OR Shelled Nuts OR Bagged Candy OR 1.65-oz. Candy Bar (All Pre-wrapped) OR Fresh "Veggies" OR Pretzels											
Disposable Eating Utensils											
Paper Napkin (2)											
Towelettes (2)											
Hard Mint OR Gum											

PROPOSED BY _____ DATE _____ APPROVED BY _____ DATE _____
Kitchen Manager *Food Unit Leader or COR*

--All changes to a previously approved menu **MUST** be reviewed and approved in advance by the Food Unit Leader or COR.

--This form does not constitute an order for meals. It verifies **ONLY advance agreement on** and **approval of** the Contractor's menu items.

J.5 CONTRACTOR MENUS

(For Advance Approval by FDUL's)

SERVING DATES _____		CONTRACTOR/UNIT _____		FIRE INCIDENT _____				APPROVED		SERVED	
SACK LUNCHES-- VEGETARIAN	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	YES	NO	YES	NO
Entree 1--Veggie Sandwich Type of Protein/Bread: Fresh OR Frozen											
Entree 2--Variety Item OR Super Sized Hoagie OR Super Sized Submarine Sandwich OR Second Vegetarian Sandwich OR Protein + Starch = 1 Vegetarian Sandwich Type of Protein/Bread: Fresh OR Frozen											
Condiments, Four (4) for Entrees OR Sandwiches											
Fruit, Fresh OR Pre-wrapped Dried, 2 ozs.											
Cookies OR Brownies OR Granola Bar OR Equivalent (All Pre-wrapped)											
Fruit Juice, 100%- (Two Containers with a Total of 11-to-12 ozs.)											
Snack--2 ozs. Trail Mix OR Shelled Nuts OR Bagged Candy OR 1.65-oz. Candy Bar (All Pre-wrapped) OR Fresh "Veggies" OR Pretzels											
Disposable Eating Utensils											
Paper Napkins (2)											
Towelettes (2)											
Hard Mint OR Gum											

PROPOSED BY _____ DATE _____ APPROVED BY _____ DATE _____
Kitchen Manager *Food Unit Leader or COR*

--All changes to a previously approved menu **MUST** be reviewed and approved in advance by the Food Unit Leader or COR.

--This form does not constitute an order for meals. It verifies **ONLY advance agreement on** and **approval of** the Contractor's menu items.

J.6 POTABLE WATER STANDARDS

Only properly constructed and fitted vehicles totally dedicated for potable water shall be approved and used. Any tank previously used for hauling petroleum products or non-food material will not be approved as a potable water vehicle. Where doubt exists with respect to their adequacy for potable water supply use, tanks may be turned down for use as a potable water vehicle.

If it is discovered that any of the requirements for usage as a potable water vehicle have been violated, contractual remedies shall be taken immediately.

1. Equipment Requirements

A. General Requirements

(Reference: Code of Federal Regulations, Title 21, Part 129.40):

All water contact equipment shall be suitable for its intended use, including tanks, surfaces, hoses, pumps, valves, fittings, and lubricants. All such equipment shall be constructed of non-toxic, non-absorbent material, which can be adequately cleaned and sanitized. All equipment shall be constructed so as to allow inspection and adequate sanitation of water contact surfaces.

B. Tank Material

Acceptable: Stainless steel, food grade plastics; food grade epoxy coatings; glass and glass coatings; aluminum (smooth finished); copper; ceramic.

Unacceptable: NON-COATED STEEL OR GALVANIZED STEEL; RUSTED OR CRACKED SURFACES; TAR, BITUMINOUS, OR ASBESTOS COATING; COATING UNDOCUMENTED AS FOOD GRADE.

C. Tank Construction

Openings: Hatches and other openings, except fittings for water entry or discharge, shall be completely covered and sealed with tight fitting coverings, permanently mounted food grade gaskets, screw, or security locks. Water fittings shall be equipped with clamp or screw-type caps, tethered to the fittings with chain or cable. These caps shall be in position on the fittings whenever they are not used for water transfer.

Tank Vents: Tank shall be vented by a downward facing, or otherwise protected vent opening of a sufficient size to allow air to replace water as it is discharged. This opening shall be protected by an adequately supported fabric, paper, or metal filter material capable of removing fine dust particles from the air

Drain: A bottom drain shall be provided to facilitate complete discharge of water during sanitation procedures.

D. Vehicle Tank Filling Mechanisms

Tanks shall be filled by using a system that prevents backflow of water from the vehicle tank to the source. Either of the following methods may be used:

- (1) Approved double check valves on the direct filling connection to the tank.

(2) Overhead filling through a hatch opening at the top of the tank. The filling spout must not be allowed to intrude into the tank further than two diameters of the filling pipe above the highest water level, which is possible when the tank is filled. If an overhead filler pipe is mounted on the vehicle, when not being used for filling, this pipe shall be capped at each end with threaded or clamped caps, and tethered to the fittings at the ends of the filler pipe.

E. Pumps

Only water transfer pumps which can be readily disassembled to demonstrate the condition of the impeller and impeller chamber shall be used.

Acceptable: Food grade pumps, constructed from stainless steel, plastic, brass, smooth-finish aluminum or other food grade materials.

Water contact surfaces, including seals, bearing, and lubricants must be constructed from food grade materials and must be smooth, non-porous, and corrosion resistant. Acceptable food grade lubricants are usually white or pastel colored.

F. Hoses

The ends of all hoses shall be provided with threaded or clamped caps. Such caps shall be in place when hoses are not in use. A tight, clean storage compartment can substitute for hose caps if the hoses are stored within the compartment at all times except during use for transfer of water.

Acceptable: Hoses shall have approved food grade water contact surfaces prepared from plastic, synthetic rubber, metal, or other smooth nonporous material. Such hoses must be documented as suitable if questions are raised regarding acceptability.

UNACCEPTABLE: RUBBER HOSES, GARDEN HOSES, CANVAS FIRE HOSES, RADIATOR OR ENGINE COOLING SYSTEM HOSES, SURFACE-WATER DRAFTING HOSES

G. Other Equipment Accepted on Vehicle

Piping and Fittings: Food-grade plastic or acceptable metal (brass, aluminum, stainless steel, copper). No corroded steel, galvanized pipe, or black pipe allowed.

Canteen Filling Equipment: Must have effective backflow prevention (check valves), and dispensing spouts or hose bibs.

Miscellaneous Equipment: Potable water heaters, pressure tanks, and other equipment for operation of shower and kitchen units are allowed.

UNACCEPTABLE: SPRAY BARS, FIRE HOSES AND NOZZLES, SURFACE-WATER DRAFTING EQUIPMENT.

2. Labeling Requirements

A. The following statements must be fully visible and legible at all times, permanently attached to or painted on the vehicle:

- (1) Name and address of licensee, on both sides of the tank or on both truck cab doors in letters of at least 2 inches in height.
- (2) The words "domestic water," "drinking water," or "potable water" on both sides of the tank in letters of at least 4 inches in height.
- (3) The gallon capacity of the tank on both sides of the tank or on both cab doors in letters of at least 2 inches in height.

B. A seal or sticker provided by the State or local authority shall be affixed to the upper left quarter of the rear of the tank and shall be visible at all times. This sticker shall indicate that the vehicle has been inspected and found to be in compliance with these requirement.

In cases where stickers are not provided by a State, a copy of the certificate or label will be kept in the vehicle at all times.

C. An annual inspection or certification by the local health authority is required.

3. Operational Requirement

A. All equipment surfaces intended for potable water contact, including source fill point equipment, containers, caps, tanks, hoses, valves, filters, and fittings shall be inspected, washed, rinsed, sanitized, and replaced as often as necessary to effect and maintain sanitation of such surfaces. Procedures to be used are listed in Title 21, Code of Federal Regulations, Part 129.80.

If household chlorine bleach (5% chlorine) is used as a sanitizer, use approximately 2-3 cups of chlorine bleach in 1,000 gallons of water. Agitate chlorine solution thoroughly and allow contact with tank and hoses for at least 30 minutes. Run chlorine solution to waste through delivery hoses. The tank must then be thoroughly rinsed with potable water before filling.

NOTE: DEPENDING UPON STATE REQUIREMENTS WHERE THE POTABLE WATER VEHICLE IS BEING USED, CHLORINE MAY OR MAY NOT BE ADDED TO THE DRINKING WATER.

B. Sanitary techniques must be observed in the water transfer operation. Care must be exercised to prevent foreign materials from entering the water. Since contamination could be present on the exterior surfaces of hoses or pipes, they must never be submerged in a receiving vessel. Caution and common sense will help insure a satisfactory operation.

C. Adequate cleaning and sanitizing procedures as described in 3.A above, shall be used on hauling vehicle and associated equipment at the following times:

- (1) When the equipment is placed into service, or when it has been unused and stored in a sealed condition for a period of 4 weeks or more.
- (2) When the filled or empty tank has been exposed by open or unsealed cover caps or fittings to any condition of possible contamination of the tank or contents, including contact with dust, smoke, rain, or chemical substances.
- (3) When any fault or defect becomes apparent in the seals, vents, hatch doors, welds, valves, pipes, pumps, hoses or other equipment which may allow the water to become contaminated.

(4) When bacterial analysis of the water indicates presence of *coliform* bacteria.

D. Bacteria Testing

One microbiological test for total *coliform* bacteria shall be performed within 48 hours of the time of arrival at the incident unless the timing would interfere with the laboratory processing. It shall be performed at the earliest possible time that processing can be done. Copies of the results of such test shall be submitted to the Contracting Officer.

E. Water shall not be stored in the vehicle for a period of greater than one week.

F. The hauler shall keep a log of activities (sample log sheets enclosed) on board the vehicle including:

- (1) Dates of cleaning and sanitation procedures; description of processes used (cleaning agents, contact time and concentration of sanitizing agent).
- (2) Water sources used, dates, gallonage, name of person who authorized/directed use of source.
- (3) Delivery points; dates.
- (4) Copies of agreements, contracts, licenses, etc.
- (5) Test results of bacterial analysis.

G. General Information on Disinfection

Disinfection destroys disease-producing organisms in water exposed to bacterial contamination. Hauled water is vulnerable to increased handling, diversity of source, and variability in hauling equipment. It must be disinfected before use. In addition, all water-contact surfaces in hauling and storage facilities must be disinfected prior to use.

Chlorine is commonly used for disinfection of water. The higher the concentration of chlorine, and the longer it has contact with the water, the more complete the disinfection. Chlorine concentration is measured as "ppm" or "parts per million." This is an expression indicating the parts of chlorine per million parts of water (by weight). A 10 ppm chlorine solution will contain 10 parts (by weight). A 10 ppm chlorine solution will contain 10 parts (by weight) of chlorine per million parts of water (300 mg/1 chlorine solution is the same as a 300 ppm chlorine solution). Thus, a 10 ppm solution of chlorine is achieved when 10 pounds of chlorine are added to 1,000,000 pounds of water.

Household chlorine bleach, such as Clorox® or Purex®, is suitable for water disinfection. Instructions for obtaining proper concentrations are provided on charts in this bulletin. Details in the charts should be closely followed.

Unfortunately, not all the chlorine added to water contributes to the disinfection process. Some combines with naturally occurring chemicals in the water and is "tied up." This is called "Chlorine Demand." Chlorine added in excess of the amount required to satisfy the chlorine demand is referred to as "residual chlorine" and is available for the disinfection process. Since different sources of water might yield supplies having different chlorine demands, the amount of chlorine need to achieve a given residual chlorine will vary. For this reason, it is highly recommended that the water hauler or consumer obtain a test kit (EPA approved) to determine residual chlorine. With the relatively inexpensive and easily operated device, the amount of chlorine needed to provide proper disinfection can be determined. As the attached chlorine concentration charts are approximate and do not take into account chlorine demand, the residual chlorine test will serve as a positive check and assure the hauler and consumer of adequate protection.

Residual chlorine levels should be determined after the recommended contact time has passed. If the measured residual chlorine is lower than required, additional chlorine must be added to the water until the necessary residual is obtained. Though it is not necessary to determine residual levels in the solution used to disinfect water-contact surfaces, this determination is essential for evaluating water which is to be consumed.

MIXING INSTRUCTIONS FOR VARIOUS CHLORINE SOLUTIONS

FOR CONSUMPTION

CHART 111 1.0 PPM AND 10.0 PPM CONCENTRATION TO DISINFECT A TANK FULL OF WATER (Use fresh liquid household bleach having about 5% Sodium Hypochlorite content.)

Tank Capacity <u>Gallons</u>	Column "A" <u>(for 1.0 ppm)</u> *	Column "B" <u>(for 10.0 ppm)</u> **
250	1 -1/4 tablespoon	3/4 cup
500	2-1/2 tablespoons	1-2/3 cups
1,000	1/3 cup	3-1/4 cups
1,500	1/2 cup	4-3/4 cups
5,000	1-1/2 cups	1 gallon

* For water drawn from acceptable public water supplies, minimum contact time is 30 minutes. If a residual chlorine test kit is not available, amounts shown here in this column must be doubled.

** For emergency water drawn from questionable source, minimum contact time is one hour.

J.7 DAILY MEAL/ORDER/INVOICE

DAILY MEAL ORDER/INVOICE MOBILE FOOD SERVICES		1. Contract Number S3-024B-		2. Invoice Date / /		3. Kitchen ID No.		4. Invoice No.	
		5. Incident Name		6. Job Code		7. Resource Order No. Request No.		8. Benefiting Unit, Region / Agency	
9. Paying Unit Boise National Forest 1249 S. Vinnell Way Boise, Idaho 83709 Attn: F & A		10. Contractor Name and Address							
		Vender Express Number :							
11. Meals Ordered	12. Serve/ C/I/D Times*	13. Menu and Menu Approvals Major Items & Signatures				11. Meals Ordered	12. Serve/ C/I/D Times*	13. Menu and Menu Approvals Major Items & Signatures	
Breakfast						Sack Lunch			
		Government Representative Contractor Representative						Government Representative Contractor Representative	
Cold Can Breakfast						Dinner			
		Government Representative Contractor Representative						Government Representative Contractor Representative	

14. Actual Number Meals Served	15. Total Meal # / Meal Type		16. Number and Price of Meals For Payment Purpose					17. Totals
	3 or Fewer	4 or More	Meal and Prices	Hot Can (X)	Breakdown / Type		Price Per Meal	
					3 or Fewer	4 or More		
B	B	B	Breakfast @ Price @ Surcharge Price @ Hot Can Price				\$	\$
SL	SL	SL	Sack Lunch @ Price @ Surcharge Price				\$	\$
CCB	CCB	CCB	C.C. Breakfast @ Price				\$	\$
D	D	D	Dinner @ Price @ Surcharge Price @ Hot Can Price				\$	\$
Subtotal								\$

18. Unit Description and Number	19. Location	20. Mileage	21. Usage/Relocation Fee	Service	22. Totals
		No Price	No Price/Fee		
Kitchen Unit	From: To:	\$	\$ 600	Mileage Rel Fee	\$ \$
Optional Refer.	From: To:	\$	\$	Mileage Usage	\$ \$
Opt. Water Vehicle	From: To:	\$	\$	Mileage Usage	\$ \$
Opt. Hand-washing Station	From: To:	\$	\$	Mileage Usage	\$ \$
23. SUPPLEMENTAL FOODS AND BEVERAGES (total from 1276-B)					\$
24. MISCELLANEOUS CHARGES AND CREDITS (total from 1276-B)					\$
25. TRANSPORTING WATER (total from 1276-B)					\$
26. TOTAL INVOICE AMOUNT					\$

*Serve / Cancel / Increase / Decrease Times

27. REMARKS	
28. I certify that the above mentioned services have been received (Government Representative) Name (print / sign), Title, Work Address & Phone	29. I certify this bill is correct and payment has not been received (Contractor Representative) Name (print / sign), Title & Phone

1276-A (7/99)

BOISE NATIONAL FOREST-FISCAL AND ACCOUNTING THROUGH CONTRACTOR

J.8 DAILY MEAL ORDER/INVOICE (CONTINUATION SHEET)

30. DAILY MEAL ORDER /INVOICE - MOBILE FOOD SERVICES (CONTINUATION SHEET)						
SUPPLEMENTAL FOODS AND BEVERAGES						
Date Ordered	Food Unit Leader		Contractor		Invoice No.	
Item	Unit	Units Ordered	Units Received	Date Received & Initials	Unit Price	Extended Price
A. Juices (48/case)	case				\$	\$
B. Milk (48/case)	case					
C. Gatorade (24/case)	case					
D. Coffee (outside incident dining area)	gallon					
E. Hot Chocolate (outside incident dining area)	gallon					
F. Tea (ice or hot) (outside incident dining area)	gallon					
G. Bottled Water	ounce					
H. Trail Mix	ounce					
I. Granola Bars	ounce					
J. Salted Peanuts	ounce					
K. Salted Mixed Nuts	ounce					
L. Yogurt	ounce					
M. Apples (minimum 100 count)	case					
N. Oranges (minimum 88 count)	case					
O. Dried Apricots (pre-packaged)	ounce					
P. Dried Prunes (pre-packaged)	pound					
Q. Banana Chips (pre-packaged)	pound					
R. Bananas	pound					
S. Soup	gallon					
T. Stew	gallon					
U. Dinner rolls (wheat/white)	dozen					
V. Ice	pound					
W. Ground Coffee	pound					
X. _____						
Y. _____						
Z. _____						
TOTAL					\$	

31. MISCELLANEOUS CHARGES AND CREDITS		
Item	Description	Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
TOTAL		\$ _____

32. TRANSPORTING WATER						
Unit ID No	Locations		Odometer Reading or		Known Miles	Miles
	From	To	Beginning	Ending		
Total Miles _____				x \$ _____	(Rate) = TOTAL \$ _____	

33. REMARKS

34. I certify that the above charges and /or credits are correct.

Government Representative and Date	Contractor Representative and Date
------------------------------------	------------------------------------

1276-B (7/99)

BOISE NATIONAL FOREST--FISCAL AND ACCOUNTING THROUGH CONTRACTOR

J.9 FRESH FOOD BOXES

1. GENERAL DESCRIPTION

This contract includes the preparation of fresh food boxes to supplement MRE's and Mobile Food Services on fires in Alaska. Fresh food boxes may be ordered for remote fire activities. A fresh food box is a container that holds enough food to feed 4 individuals three meals per day for three days. A Government-furnished box is provided to hold the food items. After initial fresh food boxes are ordered and delivered, additional Fresh Food Boxes are generally ordered every three days thereafter. Because the delivery times to the firefighters after Government acceptance of the food boxes may take up to 8 hours, some items are required to be frozen. Sanitation and packaging restraints require certain items to be packaged in resealable vacuum-sealed packages or a group of items to be placed in Ziploc baggies.

2. FRESH FOOD BOX QUALITY CONTENTS AND QUANTITY OF ITEMS

All food items shall meet the quality standards in Section C, C.5.7.

Each fresh food box shall contain the following contents and quantities:

	<u>ITEMS</u>	<u>QUANTITY</u>	<u>UNIT</u>
1.	Steak, fresh, frozen, New York Cut, 12 oz. each <u>individually wrapped</u>	4	each
2.	Ham, precooked, frozen, not sliced, boneless, <u>2 ¾-3 1/4 lbs.</u>	1	each
3.	Tuna, solid white meat, packed in water, 12 oz	2	cans
	<u>or 6 oz</u>	<u>4</u>	<u>cans</u>
	<u>or 3 oz</u>	<u>4</u>	<u>pouches</u>
4.	Chicken, white boneless meat, 12 oz.	2	can
5.	Wieners/Sausage, all beef, frozen, prepackaged, 1 lb.	3	pkg
6.	Sausage, Summer, all pork or beef, frozen, prepackaged, 32 to 36 oz.	1	pkg
7.	Beef Jerky, 4 oz	4	pkg
8.	Bread, 24 oz, 1 oz or greater per slice, sliced, wrapped, 1 multi-grain, 2 white	3	loaves
9.	Tortilla, flour, 12 count or greater, 12" diameter	1	pkg
10.	Potatoes, #1 bakers, Russet, large	8	each
11.	Onion, large, yellow	3	each
12.	Carrots, fresh, large	2	lbs
13.	Oranges, sweet, 88 count	6	each
14.	Apples, (Two different kinds), 100 count	6	each
15.	Cheese, cheddar, medium, sliced, <u>1 lb</u> <u>(or a combination of sizes = to 1 lb or greater)</u>	1	pkg
16.	Cheese, white, Monterey Jack or Provolone, Swiss, sliced, <u>1 lb, (or a combination of sizes = to 1 lb or greater)</u>	1	pkg
17.	Peanut Butter, 18 oz	2	each

- | | | | |
|-----|---|----|------|
| 18. | Jam, <u>16-22 oz. Two different flavors: apricot, strawberry, cherry, raspberry, blackberry, or grape (or combination of sizes = to 1 lb or greater each)</u> | 2 | each |
| 19. | Vegetables, 4 corn, 4 green beans, 4 pork & beans, 8 to 8 ¾ oz cans | 12 | each |
| 20. | Beans, refried, canned, 16 oz. | 2 | each |
| 21. | Fruit, <u>canned, variety of 2 cans each such as pears, peaches, fruit cocktail, mandarin oranges, etc., 8 to 8 ¾ oz</u> | 6 | cans |
| 22. | Fruit, dried, assorted: apricots, dates, apples, pears, prunes, cranberries, etc. 6 oz | 4 | pkg |
| 23. | Rice, minute, boil in a bag, 14 oz. | 1 | box |
| 24. | Pasta, macaroni, elbow, 16 oz | 1 | pkg |
| 25. | Soup, dry, instant, chicken noodle, pkg. Makes 3 cups | 12 | pkg |
| 26. | Bouillon Cubes, 6 cubes/pkg., 1 pkg, chicken and 1 pkg beef, <u>1 cube makes 2 cups or 12 cubes per package, 2 pkg chicken and 2 pkg beef, 1 cube makes 1 cup</u> | 2 | pkg |
| 27. | Cereal, instant, oatmeal, 1.2 oz, assorted flavors | 20 | pkg |
| 28. | Candy, three different varieties of candy per box, that contain chocolate, that are "King Size" or no less than 2.2 oz. each, such as: Babe Ruth (3.7 oz.), Butterfinger (3.7 oz.), Snickers (3.7 oz.), Milky Way (3.7 oz.), M&M's (plain, 3.14 oz.), Three Musketeers (2.3 oz.), Mounds (3.2 oz.), or Hershey Chocolate (2.6 oz.). | 12 | each |
| 29. | Candy, hard, individually wrapped, 12 oz. | 1 | bag |
| 30. | Power Bars, assorted flavors, 2.3 oz., individually wrapped | 12 | each |
| 31. | Nutri-Grain Bars, Kellogg's or like, individual wrapped, assorted fruit flavors, | 16 | each |
| 32. | Granola Bars, moist & chewy, individually wrapped assorted flavors, <u>1 oz to 1.65 oz or greater</u> | 24 | each |
| 33. | Powdered Milk, 1 quart package | 2 | pkg |
| 34. | Crackers, unsalted, Pilot Bread, 2 lb box | 1 | box |
| 35. | Gatorade, powdered, 2.12 oz pkg, makes 1 qt. | 36 | pkg |

36.	Hot Chocolate, instant, 1 oz pkg., makes $\frac{3}{4}$ cup servings	20	each
37.	Salt, iodized, table, 4 oz shaker	2	each
38.	Pepper, black, table, ground, 1-1/2 oz. shaker	2	each
39.	Garlic, powder, shaker, <u>2 oz. or greater</u>	1	each
40.	Honey, 24 oz bottle	1	each
41.	Margarine, <u>12 oz</u>	1	each
42.	Mustard, 8 oz	1	each
43.	Catsup, 24 to 28 oz	1	each
44.	Salsa, 20 oz. squeeze bottle or three (3) 7 oz. cans, Med. Hot	1	each
45.	Mayonnaise, 18 oz.	1	each
46.	Sauce, spaghetti, canned, 26 oz.	1	can
47.	Plates, disposable, paper, 10", 3 layer construction, heavy duty	<u>36</u>	each
48.	Utensils, eating, plastic, heavy duty, forks, spoons, knives. 3 to a package	24	sets
49.	Paper Towels, heavy duty, 75/95 two-ply towels per roll	1	roll
50.	Aluminum Foil, heavy duty, 12" x 50 ft. roll/box	1	box
51.	Bags, Ziploc, pint or quart freezer bags, 50/box	1	box
52.	Bags, garbage, plastic, heavy duty, 13 gal.	6	each
53.	Can opener, lid removing type, P-38 or similar size	2	each
54.	Gloves, food handling	12	pair
55.	Moistened towelette, individually wrapped	24	each

3. FROZEN FOODS

Meat and bread shall be packed frozen.

4. BOXES - GOVERNMENT FURNISHED PROPERTY

The Government will furnish to the Contractor the following items for each food box ordered:

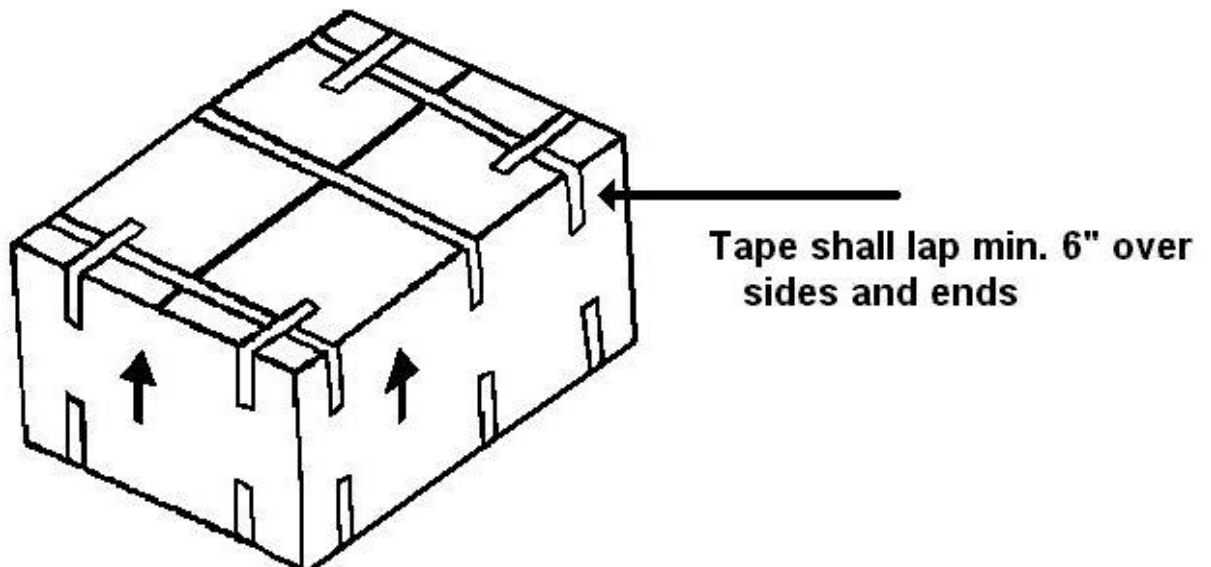
- 1 each - 30" x 16" x 16" Fiberboard Carton
- 1 each - Fresh Food Box Inventory List
- 1 each - Food Handling sign
- 1 each - Evaluation/Comment Form

5. PACKAGING AND MARKING

A. Boxes shall be securely closed with 2" clear carton sealing tape with tensile strength of 35#, as indicated in the following diagram:

The contractor shall label two sides of the box with a label sign or marking pen to indicate "TOP UP", such as (arrow) UP.

The contractor shall label all packed boxes with company name, address, and date packed.



6. ITEMS PLACED IN ZIPLOC BAGGIES:

The total number of items required for each product listed below, for each fresh food box, must be placed in a Ziploc baggie:

- | | |
|---------------|-------------------|
| 1. Cheese | 6. Granola Bars |
| 2. Soup | 7. Coffee |
| 3. Cereal | 8. Tea |
| 4. Candy Bars | 9. Gatorade |
| 5. Power Bars | 10. Hot Chocolate |

7. ITEMS WITH SECURABLE LIDS:

The following products shall have a securable lid:

- a. Peanut Butter
- b. Jam (squeeze container preferred)

8. SOUP: Soup shall not be in Styrofoam cups

9. ITEMS IN PLASTIC SQUEEZE CONTAINERS:

The following products shall be in plastic squeeze containers:

- a. Honey
- b. Margarine
- c. Mustard
- d. Catsup
- e. Salsa (20 oz.)
- f. Mayonnaise
- g. Jam (squeeze container preferred)

10. ALL OTHER TERMS AND CONDITIONS

It should be noted that squeeze containers are preferred over securable lid containers. All of the other terms and conditions of the contract apply to the fresh food boxes.

11. ITEMS PLACED IN HEAVY DUTY GARBAGE BAGS: Paper plates

INTERAGENCY MOBILE SHOWER SERVICE CONTRACT

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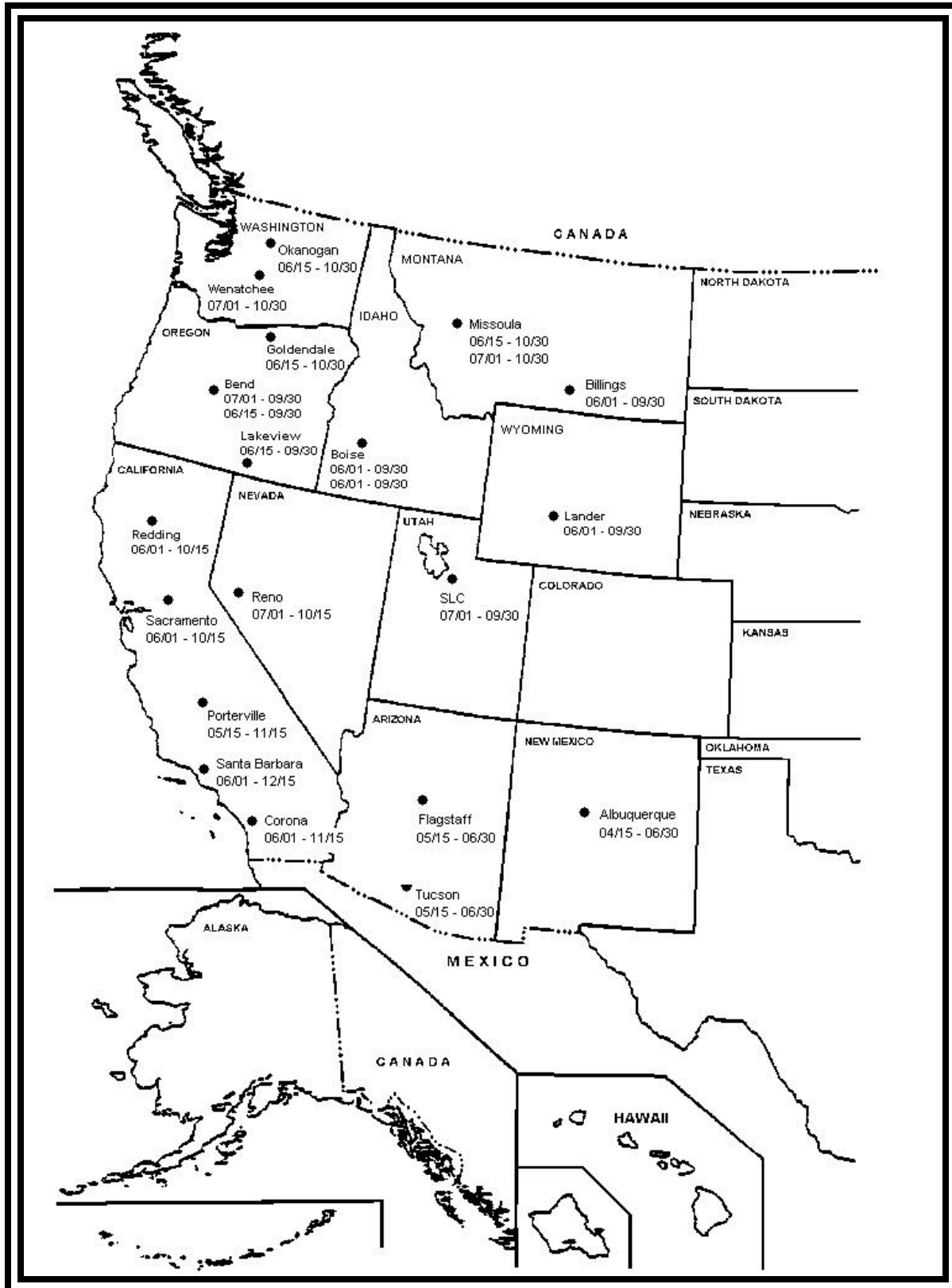
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PART I – THE SCHEDULE
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2002 SHOWER FACILITIES SUMMARY

Contractor Address Contract Number	Unit ID #	Description				Designated Dispatch Point (DDP) Availability Dates	Rates								Reloc Fee
		Shower Unit			Water Veh		Ordered by the Government				Voluntary Deliv/Subsequ Ordered				
		# of Shower Heads					Total Facility with Water Vehicle (WV)				Total Facility w/WV				
		M	F	TTL	Gallons		Usage	Mileage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr	Usage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr		
							Rate per Day	To & From Incident			Rate per Day				
AAA Mobile Showers PO Box 1774 Diamond Springs, CA 95619 2000 Camp Nauvoo Rd. Placerville, CA 95667 53-024B-9-2009 <u>Steve Abel</u> 800/201-2433 800/655-8452 800/655-7479 530/621-0698 Fax 															

AAA Mobile Showers - continued

Shower Unit Required VIN Numbers					
Unit	Shower Unit VIN #	Unit	Water Vehicle VIN #	Unit	Other VIN #
A1a	1H4V02811FJ00 - 6308	A20	1FUEYCY89EP2- 32707		
A1b	1H4V02816FJ00 - 6336				

Optional Water Vehicles (WV)/ Handwashing Stations (HWS)									
Unit ID #	Gal/Cap Sinks Faucets	VIN Number	Ordered at Time of Dispatch		Ordered Subsequent To the Time of Dispatch		Voluntarily Delivered/ Subsequently Ordered		
			Usage	Mileage	Usage	Mileage	Usage	Mileage	
			Rate per Day	At Incident	Rate per Day	At Incident	Rate per Day	At Incident	
A30	2,000	1GDM7D1Y1LV503581	\$ 1,405.00	\$ 3.90	\$ 1,405.00	\$ 3.90	\$ 1,515.00		
A100	10/10	4HXEN104WCO04372	\$ 495.00	\$ 1.30	\$ 550.00	\$ 1.30	\$ 550.00		

Key Personnel

Steve Abel
Bruce Taber
Laura Abel
Dave Watkins

Unit

A1a&b
"
"
"

2002 SHOWER FACILITIES SUMMARY

Contractor Address Contract Number	Unit ID #	Description				Designated Dispatch Point (DDP) Availability Dates	Rates								Reloc Fee
		Shower Unit			Water Veh		Ordered by the Government				Voluntary Deliv/Subsequ Ordered				
		# of Shower Heads					Total Facility with Water Vehicle (WV)				Total Facility w/WV				
		M	F	TTL	Gallons		Usage	Mileage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr	Usage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr		
							Rate per Day	To & From Incident			Rate per Day				
Abel Fire Equipment PO Box 791 4721 Quarry Court Diamond Springs, CA 95619 53-024B-9-2017 <															

Abel Fire Equipment - continued

Shower Unit Required VIN Numbers					
Unit	Shower Unit VIN #	Unit	Water Vehicle VIN #	Unit	Other VIN #
SU5D	CA1VL4661	SU5D/ SU10E	1FDNK74C8RVA - 18674		
SU10E	4RACS323XXN00- 55250	(94-2KG)			

Optional Water Vehicles (WV)/ Handwashing Stations (HWS)								
Unit ID #	Gal/Cap Sinks Faucets	VIN Number	Ordered at Time of Dispatch		Ordered Subsequent To the Time of Dispatch		Voluntarily Delivered/ Subsequently Ordered	
			Usage	Mileage	Usage	Mileage	Usage	Mileage
			Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident
NONE								

Key Personnel

Jeff Abel
Bob Howard
Mark Odlin
Steve Adams

Unit

SU5D/SU10E
"
"
"
"
"
"

2002 SHOWER FACILITIES SUMMARY

Contractor Address Contract Number	Unit ID #	Description				Designated Dispatch Point (DDP) Availability Dates	Rates							Reloc Fee
		Shower Unit			Water		Ordered by the Government				Voluntary Deliv/Subsequ Ordered			
		# of Shower Heads			Veh		Total Facility with Water Vehicle (WV)				Total Facility w/WV			
		M	F	TTL	Gallons		Usage	Mileage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr	Usage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr	
							Rate per Day	To & From Incident			Rate per Day			
Action Sanitary Inc. PO Box 492 12018 Spruce Grove Rd Lower Lake, CA 95457	#1	7	7	14	3,200	<u>Tucson, AZ</u> 05/15-06/30	\$ 2,795	\$ 7.15	\$ 3.90	\$ 65.00	---	---	---	\$400.00
53-024B-9-2007	Total	+ 2 Uni <u>9</u>	<u>7</u>	<u>16</u>										
Jerry Campo 707/994-5068 707/994-9741 707/993-8861 - Pager 520/360-5497 707/350-0015 - Cell 707/994-1647 - FAX (DDP) Tucson - Base of Operations: Tucson														

Action Sanitary Inc. - continued

Shower Unit Required VIN Numbers					
Unit	Shower Unit VIN #	Unit	Water Vehicle VIN #	Unit	Other VIN #
#1	1GRAC9021BS0 - 114309	#1	1FUEYCYBOEH2- 38082	#1	1HTL23279DGA1 - 4548(Tractor) T0703869 (Trailer) CA685495(Util Trlr) 1B7ME3688MS - 265714 (Pick-up)

Optional Water Vehicles (WV)/ Handwashing Stations (HWS)								
Unit ID #	Gal/Cap Sinks Faucets	VIN Number	Ordered at Time of Dispatch		Ordered Subsequent To the Time of Dispatch		Voluntarily Delivered/ Subsequently Ordered	
			Usage	Mileage	Usage	Mileage	Usage	Mileage
			Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident
NONE								

Key Personnel

Brian Piazza
Jerry Campo
Jerry Sainsbury

Unit

#1
"
"

2002 SHOWER FACILITIES SUMMARY

Contractor Address Contract Number	Unit ID #	Description				Designated Dispatch Point (DDP) Availability Dates	Rates								Reloc Fee
		Shower Unit			Water Veh		Ordered by the Government				Voluntary Deliv/Subsequ Ordered				
		# of Shower Heads					Total Facility with Water Vehicle (WV)				Total Facility w/WV				
		M	F	TTL	Gallons		Usage	Mileage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr	Usage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr		
							Rate per Day	To & From Incident			Rate per Day				
Ben Porta Showers PO Box 1198 720 Colusa Highway Gridley, CA 95948 53-024B-9-2010 <u>Leon Hammons</u> 530/846-4110 530/534-1752 530/532-8064 530/846-4827 Fax	03-J/K 1/2 Unit 														

Ben Porta Showers - continued

Shower Unit Required VIN Numbers						Optional Water Vehicles (WV)/ Handwashing Stations (HWS)									
Shower Unit		Water Vehicle		Other		Unit ID #	Gal/Cap Sinks Faucets	VIN Number	Ordered at Time of Dispatch		Ordered Subsequent To the Time of Dispatch		Voluntarily Delivered/ Subsequently Ordered		
Unit	VIN #	Unit	VIN #	Unit	VIN #				Usage	Mileage	Usage	Mileage	Usage	Mileage	
									Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident	
03-A/B	CAL231690 CW20366828	03-C	1FDNF70J0SVA - 61467	03-B1	3FDNF65H31M- A17617(Burner Trk)	03-E	1,500	1FDNF70J4SUAB1469	\$ 1,545.00	\$ 5.15	\$ 1,545.00	\$ 5.15	\$ 1,665.00		
				03-B2	1WC200J20S40 - 20914 (Supply Trl)		03-S	1,500	CA213HL154276	\$ 1,545.00	\$ 5.15	\$ 1,545.00	\$ 5.15		\$ 1,665.00
03-J/K	6694 6695	03-D	1FDNF70J0S0A- 61470	03-J1	1FDNF70J2WVA - 14804 (Burner Trk)		03-G	8/8 H&C	1LL200G2XP100478	\$ 445.00	\$ 3.85	\$ 445.00	\$ 3.85		\$ 445.00
				03-J2	1WC200J27S40 - 17296 (Supply Trl)										

Key Personnel

Mike Salca
Glenn Stockton
Leon Hammons
Rick Schafsteck

Unit

03-A/B or
03-J/K
"
"

Key Personnel Alternates

Tim Gorton

2002 SHOWER FACILITIES SUMMARY

Contractor Address Contract Number	Unit ID #	Description				Designated Dispatch Point (DDP) Availability Dates	Rates								Reloc Fee
		Shower Unit # of Shower Heads			Water Veh		Ordered by the Government				Voluntary Deliv/Subsequ Ordered				
							Total Facility with Water Vehicle (WV)				Total Facility w/WV				
		M	F	TTL	Gallons		Usage	Mileage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr	Usage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr		
							Rate per Day	To & From Incident			Rate per Day				
Bishop Sanitary Services PO Box 1631 27 Union Valley Rd. Chelan, WA 98816 53-024B-9-2018 															

Bishop Sanitary Services - continued

Shower Unit Required VIN Numbers					
Unit	Shower Unit VIN #	Unit	Water Vehicle VIN #	Unit	Other VIN #
S-1	7U81563001	S-1	1GRCC401XDB - 100305		

Key Personnel

Kelvin Eglin

Unit

S-1

Optional Water Vehicles (WV)/ Handwashing Stations (HWS)								
Unit ID #	Gal/Cap Sinks Faucets	VIN Number	Ordered at Time of Dispatch		Ordered Subsequent To the Time of Dispatch		Voluntarily Delivered/ Subsequently Ordered	
			Usage	Mileage	Usage	Mileage	Usage	Mileage
			Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident
NONE								

2002 SHOWER FACILITIES SUMMARY

Contractor Address Contract Number	Unit ID #	Description				Designated Dispatch Point (DDP) Availability Dates	Rates								Reloc Fee
		Shower Unit			Water Veh		Ordered by the Government				Voluntary Deliv/Subsequ Ordered				
		# of Shower Heads					Total Facility with Water Vehicle (WV)				Total Facility w/WV				
		M	F	TTL	Gallons		Usage	Mileage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr	Usage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr		
							Rate per Day	To & From Incident			Rate per Day				
Bishop Services, Inc. PO Box 11 221 West Main Goldendale, WA 98620 53-024B-9-2012 <u>Edgar Holbrook</u> 888/285-5597 509/773-5752 Fax	F	8	4	12	4,000	<u>Boise, ID</u> 06/01-09/30	\$ 2,295	\$ 6.45	\$ 6.45	\$ 70.00	---	---	---	\$400.00	
	D	8	4	12	4,000	<u>Albuquerque, NM</u> 04/15-06/30	\$ 2,295	\$ 6.45	\$ 6.45	\$ 70.00	---	---	---	\$400.00	
	E	8	4	12	4,000	<u>Bend, OR</u> 06/15-09/30	\$ 2,295	\$ 7.75	\$ 7.75	\$ 70.00	---	---	---	\$400.00	
	D	8	4	12	4,000	<u>Salt Lake City, UT</u> 07/01-09/30	\$ 2,295	\$ 6.45	\$ 6.45	\$ 70.00	---	---	---	\$400.00	
	C	8	4	12	4,000	<u>Goldendale, WA</u> 06/15-10/30	\$ 2,295	\$ 6.45	\$ 6.45	\$ 70.00	---	---	---	\$400.00	
(DDP) Boise - Base of Operations: Ontario, OR															
(DDP) Albuquerque - Base of Operations: Albuquerque															
(DDP) Bend - Base of Operations: Bend															
(DDP) Salt Lake City - Base of Operations: SLC															
(DDP) Goldendale - Base of Operations: Goldendale															

Bishop Services, Inc. - continued

Shower Unit Required VIN Numbers						Optional Water Vehicles (WV)/ Handwashing Stations (HWS)								
Shower Unit		Water Vehicle		Other		Unit ID #	Gal/Cap Sinks Faucets	VIN Number	Ordered at Time of Dispatch		Ordered Subsequent To the Time of Dispatch		Voluntarily Delivered/ Subsequently Ordered	
Unit	VIN #	Unit	VIN #	Unit	VIN #				Usage Day	Mileage At Incident	Usage Day	Mileage At Incident	Usage Day	Mileage Incident
C	7U47548012	C	7L81564002						NONE					
D	7U4758001	D	DC910502											
E	7U4758007	E	7L81564004											
F	7U47548006	F	DC910504											

Key Personnel

Lynn Woodruff
Rick Ellis
Olof Larson
Bruce Bane

Unit

Shower C
Shower D
Shower E
Shower F

Alternate Personnel

Terry Luth
Bill Emrich

Unit

2002 SHOWER FACILITIES SUMMARY

Contractor Address Contract Number	Unit ID #	Description				Designated Dispatch Point (DDP) Availability Dates	Rates								Reloc Fee
		Shower Unit			Water Veh		Ordered by the Government				Voluntary Deliv/Subsequ Ordered				
		# of Shower Heads					Total Facility with Water Vehicle (WV)				Total Facility w/WV				
		M	F	TTL	Gallons		Usage	Mileage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr	Usage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr		
							Rate per Day	To & From Incident			Rate per Day				
El Dorado Water & Shower Services, Inc. PO Box 944 6526 Mother Lode Drive Placerville, CA 95667 53-024B-9-2006 <u>Robert Williams</u> 888/622-8995 530/622-0153 Fax 530/622-1690 Home 530/291-9911 Pager	16-A/B 1/2 Unit 18-A/B 1/2 Unit 22-A/B 1/2 Unit	8 4 9 5 11 8	8 4 9 4 11 3	16 8 18 9 22 11	1,500 1,500 1,500 1,500 1,500 1,500	<u>Flagstaff, AZ</u> 05/15-06/30 <u>Sacramento, CA</u> 06/01-10/15 <u>Sacramento, CA</u> 06/01-10/15	\$ 2,605 \$ 1,565 \$ 2,930 \$ 1,760 \$ 3,585 \$ 2,150	\$ 6.50 \$ 7.50 \$ 9.05	\$ 4.55 \$ 4.55 \$ 4.55	\$ 50.00 \$ 50.00 \$ 50.00	--- --- ---	--- --- ---	--- --- ---	\$400.00 <	

El Dorado Water & Shower - continued

Shower Unit Required VIN Numbers					
Unit	Shower Unit VIN #	Unit	Water Vehicle VIN #	Unit	Other VIN #
16-A	TR1324	16-A	1HTLDZ6NOKH 647482	16-B	1HTLDZ5P1KH 649776 (Tractor)
16-B	1325				
18-A	V9H3103XVA051 - 405	18-A	1HSHANUN7MH3 77491	18-B	1HTLDDCN6- HHA11846
18-B	1VPH31038VA05 - 1404				Tractor
22-A	CA612112	22-A	116710	22-B	85682P (Tractor)
22-B	CA12111				

Optional Water Vehicles (WV)/ Handwashing Stations (HWS)								
Unit ID #	Gal/Cap Sinks Faucets	VIN Number	Ordered at Time of Dispatch		Ordered Subsequent To the Time of Dispatch		Voluntarily Delivered/ Subsequently Ordered	
			Usage	Mileage	Usage	Mileage	Usage	Mileage
			Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident
14	1,500	1HTLDM5P9FHA13107	\$ 1,585.00	\$ 3.25	\$ 1,585.00	\$ 3.25	\$ 1,700.00	
17	2,000	K70BVBE7936	\$ 1,585.00	\$ 3.25	\$ 1,585.00	\$ 3.25	\$ 1,700.00	
10-A	10/10	CA621972	\$ 580.00	\$ 3.25	\$ 580.00	\$ 3.25	\$ 635.00	
10-B	10/10	1V9A14016VA051408	\$ 580.00	\$ 3.25	\$ 580.00	\$ 3.25	\$ 635.00	
10-C	10/10	1V9A14018VA051409	\$ 580.00	\$ 3.25	\$ 580.00	\$ 3.25	\$ 635.00	
8	8/8	CA679930	\$ 465.00	\$ 2.60	\$ 465.00	\$ 2.60	\$ 515.00	
10-D	10/10	1V913017XAD-51494	\$ 580.00	\$ 3.45	\$ 580.00	\$ 3.45	\$ 635.00	
10-E	10/10	1V9A13018-XAO51536	\$ 580.00	\$ 3.45	\$ 580.00	\$ 3.45	\$ 635.00	

Key Personnel

Bret Williams
Roger Cunningham
Trenton Teague
Robert Poston

Unit

Shower Unit #22
Shower Unit #18
Shower Unit #16
Shower Unit #18

Alternates

Dale Jackson
Charles Harrison
Gary Lawrence

Robert Williams
Lee Richie

2002 SHOWER FACILITIES SUMMARY

Contractor Address Contract Number	Unit ID #	Description				Designated Dispatch Point (DDP) Availability Dates	Rates								Reloc Fee
		Shower Unit			Water Veh		Ordered by the Government				Voluntary Deliv/Subsequ Ordered				
		# of Shower Heads					Total Facility with Water Vehicle (WV)				Total Facility w/WV				
		M	F	TTL	Gallons		Usage	Mileage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr	Usage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr		
							Rate per Day	To & From Incident			Rate per Day				
Grayback Forestry, Inc. PO Box 838 1150 Ort Lane Merlin, OR 97532 53-024B-9-2016 <u>Michael D. Wheelock</u> 800/524-5887 (24 hour #) 541/471-5166 Pager 541/479-0518 Randy Clark 541/476-0162 Fax 															

Grayback Forestry, Inc. - continued

Shower Unit Required VIN Numbers					
Unit	Shower Unit VIN #	Unit	Water Vehicle VIN #	Unit	Other VIN #
S-4	1H2V04825SE0 - 13441	TR-4	1M2AR14Y1FM00 1378		
		TR-3	1XP6DB9X1EN - 163274		
		TR-5	1FUPBZUBORP- 655128		

Optional Water Vehicles (WV)/ Handwashing Stations (HWS)									
Unit ID #	Gal/Cap Sinks Faucets	VIN Number	Ordered at Time of Dispatch		Ordered Subsequent To the Time of Dispatch		Voluntarily Delivered/ Subsequently Ordered		
			Usage	Mileage	Usage	Mileage	Usage	Mileage	
			Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident	
PW1	3,000	2543	\$ 1,295.00	\$ 4.55	\$ 1,295.00	\$ 4.55	\$ 1,515.00		
PW2	3,000	TTT1327	\$ 1,295.00	\$ 4.55	\$ 1,295.00	\$ 4.55	\$ 1,515.00		
PW3	3,000	193501	\$ 1,295.00	\$ 4.55	\$ 1,295.00	\$ 4.55	\$ 1,515.00		
TR1		1XP9DB9X1FP184760							
TR2		1XP2D29X1BN139910							
TR6		AFUYBSEB5SL654411							
HWS1	4/4	(Potable Trl Tractors)	\$ 410.00		\$ 470.00		\$ 495.00		

Key Personnel

David Nelson
Jerry Tucker
Dale Ironside

Unit

S-4
"
"

2002 SHOWER FACILITIES SUMMARY

Contractor Address Contract Number	Unit ID #	Description				Designated Dispatch Point (DDP) Availability Dates	Rates								Reloc Fee
		Shower Unit			Water Veh		Ordered by the Government				Voluntary Deliv/Subsequ Ordered				
		# of Shower Heads					Total Facility with Water Vehicle (WV)				Total Facility w/WV				
		M	F	TTL	Gallons		Usage	Mileage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr	Usage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr		
							Rate per Day	To & From Incident			Rate per Day				
Kern Valley Portable Showers PO Box 535 8620 Old State Rd. Wofford Heights, CA 93285 53-024B-9-2008 <u>Sharon Joyner</u> 760/376-3145 Phone/Fax 661/329-7349 Pager (leave phone #) 760/376-2747 Lynne 760/376-6626 Larry Jr. (DDP) Porterville - Base of Operations: Wofford Heights	6488/ 6489	9	9	18	3,300	<u>Porterville, CA</u> 05/15-11/15	\$ 3,060	\$ 9.10	\$ 5.20	\$ 65.00	---	---	---	\$400.00	

Kern Valley Portable Showers - continued

Shower Unit Required VIN Numbers					
Shower Unit		Water Vehicle		Other	
Unit	VIN #	Unit	VIN #	Unit	VIN #
6488	1T9U280226108 - 3005	6488/ 6489	2FUYDXYBXKV3 - 67129 - Freightliner	6488	1B9CF34T6KB05 - 1843 (Sup Trl) 21047 (Gen Trl)
6489	1T9U28020G10 - 83004			6489	1FDXF70K1HVA - 37205 (wh box van trk) CCL338V170248 (Stakeside Trk) 1FTHX26F5TEA - 85737('96Ford) 1FTHX26F8TEA - 78619 ('96Ford) 1FTJW36F0VEA - 21957 ('97Ford) 1FTDF182XVNB0 - 5103 ('97Ford) (Tow Vehicles) 1FTRX18L8YNB -81466 (Ford F-150)

Key Personnel

Larry B. Joyner Jr.
Lynne M. Sandlin
Sharon G. Joyner

Unit

6488/6489

Optional Water Vehicles (WV)/ Handwashing Stations (HWS)								
Unit ID #	Gal/Cap Sinks Faucets	VIN Number	Ordered at Time of Dispatch		Ordered Subsequent To the Time of Dispatch		Voluntarily Delivered/ Subsequently Ordered	
			Usage	Mileage	Usage	Mileage	Usage	Mileage
			Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident

2002 SHOWER FACILITIES SUMMARY

Contractor Address Contract Number	Unit ID #	Description				Designated Dispatch Point (DDP) Availability Dates	Rates								Reloc Fee
		Shower Unit			Water Veh Gallons		Ordered by the Government				Voluntary Deliv/Subsequ Ordered				
		# of Shower Heads					Total Facility with Water Vehicle (WV)				Total Facility w/WV				
		M	F	TTL			Usage	Mileage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr	Usage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr		
							Rate per Day	To & From Incident			Rate per Day				
Mountain Mist Showers PO Box 80701 Billings, MT 59108 5514 King Avenue East Billings, MT 59101 53-024B-9-2014 <u>Tim Compton</u> 406/248-8355 406/655-1928 406/248-6470 Fax <u>Ron Steel</u> 406/651-0861 (DDP) Billings - Base of Operations: Billings	A	8	4	12	3000	<u>Billings, MT</u> 06/01-09/30	\$ 2,295	\$ 6.65	\$ 5.40	\$ 70.00	\$ 2,295	\$ 5.40	\$ 70.00	\$400.00	

Mountain Mist Showers - continued

Shower Unit Required VIN Numbers					
Shower Unit	Water Vehicle		Other		
Unit	VIN #	Unit	VIN #	Unit	VIN #
A	1TDR45020D-A055042	A	C169433	A	1FUPACXB4-MP507235 - Tractor

Optional Water Vehicles (WV)/ Handwashing Stations (HWS)								
Unit ID #	Gal/Cap Sinks Faucets	VIN Number	Ordered at Time of Dispatch		Ordered Subsequent To the Time of Dispatch		Voluntarily Delivered/ Subsequently Ordered	
			Usage	Mileage	Usage	Mileage	Usage	Mileage
			Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident
A-4	2,000	1FDNF7081SVA	\$ 1,215.00	\$ 4.10	\$ 1,215.00	\$ 4.10	\$ 1,495.00	

Key Personnel

Tom Sayre
Ron Steel
John Hahn

Unit

A
"
"

2002 SHOWER FACILITIES SUMMARY

Contractor Address Contract Number	Unit ID #	Description				Designated Dispatch Point (DDP) Availability Dates	Rates								Reloc Fee
		Shower Unit		Water	Ordered by the Government				Voluntary Deliv/Subsequ Ordered						
		# of Shower Heads		Veh	Total Facility with Water Vehicle (WV)				Total Facility w/WV						
		M	F	TTL	Gallons		Usage	Mileage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr	Usage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr		
							Rate per Day	To & From Incident			Rate per Day				
NuWay-NuWay Sanitation 955 N. 4th Street Lander, WY 82520 53-024B-9-2019 <u>Roi Delene Jacobs</u> 307/332-2114 307/851-2237 - Cell Phone 307/332-3098 307/330-5691 - Cell Phone 307/332-2465 307/332-9317 Fax (DDP) Lander - Base of Operations: Lander, WY	S-2	6	6	12	2,250	<u>Lander, WY</u> 06/01-09/30	\$ 2,305	\$ 6.90	\$ 5.35	\$ 80.00	---	---	---	\$400.00	

NuWay-NuWay Sanitation - continued

Shower Unit Required VIN Numbers					
Unit	Shower Unit VIN #	Unit	Water Vehicle VIN #	Unit	Other VIN #
S-2	1H4V02710BJ019 - 403	S-2	CA213HP153224	S-2	#2FDLF47G5MCA- 50277 (91 FORD F- 450 Truck)
				S-2	1C9BT1621KF3 - 51119 (Trailer)

Optional Water Vehicles (WV)/ Handwashing Stations (HWS)									
Unit ID #	Gal/Cap Sinks Faucets	VIN Number	Ordered at Time of Dispatch		Ordered Subsequent To the Time of Dispatch		Voluntarily Delivered/ Subsequently Ordered		
			Usage	Mileage	Usage	Mileage	Usage	Mileage	
			Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident	
NONE									

Key Personnel

Joe Mason or
Rick Costello or
Ronald Hotchkiss

Unit

S-2
"
"

2002 SHOWER FACILITIES SUMMARY

Contractor Address Contract Number	Unit ID #	Description				Designated Dispatch Point (DDP) Availability Dates	Rates								Reloc Fee
		Shower Unit			Water Veh		Ordered by the Government				Voluntary Deliv/Subsequ Ordered				
		# of Shower Heads					Total Facility with Water Vehicle (WV)				Total Facility w/WV				
		M	F	TTL	Gallons		Usage	Mileage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr	Usage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr		
							Rate per Day	To & From Incident			Rate per Day				
OK's Cascade Company 16372 - 177th Avenue SE Monroe, WA 98272	S-47	8	8	16	1,600	<u>Corona, CA</u> 06/01-11/15	\$ 2,795	\$ 7.75	\$ 6.20	\$ 75.00	---	---	---	\$400.00	
53-024B-9-2011	S-31	6	6	12	2,035	<u>Okanogan, WA</u> 06/15-10/30	\$ 2,130	\$ 7.75	\$ 6.20	\$ 75.00	---	---	---	\$400.00	
800/458-8061 Office 360/794-0700 Office 206/755-3501 Jason Stuvland 425/870-0805 Richard Bradbury 360/668-1551 Ray Keener 509/997-6343 Howard Sonnichsen 425/870-0806 Jake Conley 360/863-8866 Fax	S-38	6	6	12	2,035	<u>Wenatchee, WA</u> 07/01-10/30	\$ 2,130	\$ 7.75	\$ 6.20	\$ 75.00	---	---	---	\$400.00	
(DDP) Corona - Base of Operations: Walnut (DDP) Okanogan - Base of Operations: Twisp (DDP) Wenatchee - Base of Operations: Wenatchee															

OK's Cascade Company - continued

Shower Unit Required VIN Numbers					
Unit	Shower Unit VIN #	Unit	Water Vehicle VIN #	Unit	Other VIN #
S-47	1H2V0482OEA0- 26531	S-47	1FUEYCYB6EP - 238271	S-47 (T-48)	1FUEYCYB6EP2 - 38271 (Tractor)
S-31	1H4V02712BJ0 - 19404	S-31 (W-130)	1UYVS1247CC7- 55401	S-31 (T-28)	TFC926V556447 (Tractor)
S-38	1H4V02710BJ01 - 9420	S-38 (W-131)	1UYVS1249CC7 - 55402	S-38 (T-29)	TFC926V556432 (Tractor)

Optional Water Vehicles (WV)/ Handwashing Stations (HWS)								
Unit ID #	Gal/Cap Sinks Faucets	VIN Number	Ordered at Time of Dispatch		Ordered Subsequent To the Time of Dispatch		Voluntarily Delivered/ Subsequently Ordered	
			Usage	Mileage	Usage	Mileage	Usage	Mileage
			Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident
NONE								

Key Personnel

John Crenshaw
Linwood (Bert) Herrst
Bert Cropp

Unit

S-47
S-31
S-38

Key Personnel Alternates

Tom White
Lauriann Mountjoy
Lon Keniston
Jake Conley
Jerry Hixson
Jim Thomas

S-31 or S-38
S-31 or S-38
S-31 or S-38
S-31 or S-38 or S-47
S-31 or S-38 or S-47
S-31 or S-38 or S-47

2002 SHOWER FACILITIES SUMMARY

Contractor Address Contract Number	Unit ID #	Description				Designated Dispatch Point (DDP) Availability Dates	Rates								Reloc Fee	
		Shower Unit					Water Veh	Ordered by the Government				Voluntary Deliv/Subsequ Ordered				
								Total Facility with Water Vehicle (WV)				Total Facility w/WV				
		# of Shower Heads		TTL	Gallons		Usage	Mileage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr	Usage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr			
		M	F				Rate per Day	To & From Incident			Rate per Day					
Rocky Mountain Showers 226 Old Hwy 93 Ronan, MT 59864 53-024B-9-2015 <u>Jim Anderson</u> 406/676-2964 406/676-2960 Fax <																

Rocky Mountain Showers - continued

Shower Unit Required VIN Numbers					
Unit	Shower Unit VIN #	Unit	Water Vehicle VIN #	Unit	Other VIN #
S-1	4514XSWSV8627	S-1	IX09DB9X8HD210	S-1	134526N (Tractor)
			193	S-1	IGRCA4027BSO6
					2303 (Generator Plant Trl)
S-2	MAX512703	S-2	180935S	S-2	1620485 (Tractor)
				S-2	1ALSD618XMS-911112
					Generator Plant Trl)

Optional Water Vehicles (WV)/ Handwashing Stations (HWS)								
Unit ID #	Gal/Cap Sinks Faucets	VIN Number	Ordered at Time of Dispatch		Ordered Subsequent To the Time of Dispatch		Voluntarily Delivered/ Subsequently Ordered	
			Usage	Mileage	Usage	Mileage	Usage	Mileage
			Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident
NONE								

Key Personnel

Jim Anderson
Tom Anderson

Unit

Unit 1/2
Unit 1/2

Key Personnel Alternate

Frances Anderson
Debbie Long

2002 SHOWER FACILITIES SUMMARY

Contractor Address Contract Number	Unit ID #	Description				Designated Dispatch Point (DDP) Availability Dates	Rates								Reloc Fee
		Shower Unit		Water Veh	Ordered by the Government				Voluntary Deliv/Subsequ Ordered						
		# of Shower Heads			Total Facility with Water Vehicle (WV)				Total Facility w/WV						
		M	F	TTL	Gallons		Usage	Mileage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr	Usage	Transport WV Rate/Mi	Intermit Usage WV Rate/Hr		
							Rate per Day	To & From Incident			Rate per Day				
Snake River Showers & Water 648 Sandy Way Ontario, OR 97914 53-024B-9-2013 <u>Ray Hartley</u> 541/881-1757 208/739-8083 Cell 541/889-2121 Fax (DDP) Boise - Base of Operations: Ontario, OR	1	10	3	13	3,000	Boise, ID 06/01-09/30	\$ 2,735	\$ 8.80	\$ 7.30	\$ 75.00	---	---	---	\$400.00	

Snake River Showers & Water - continued

Shower Unit Required VIN Numbers					
Shower Unit		Water Vehicle		Other	
Unit	VIN #	Unit	VIN #	Unit	VIN #
1	29421	1	1FUEYSYB3JP - 318034	1	1626915 (Tractor)
				1	1ALFP628XDS0 - 83263 (Supply Trl)

Optional Water Vehicles (WV)/ Handwashing Stations (HWS)								
Unit ID #	Gal/Cap Sinks Faucets	VIN Number	Ordered at Time of Dispatch		Ordered Subsequent To the Time of Dispatch		Voluntarily Delivered/ Subsequently Ordered	
			Usage	Mileage	Usage	Mileage	Usage	Mileage
			Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident	Rate per Day	To/From & At Incident
6	3,600	IHTL2327XDGA12176 (Truck)	\$ 1,515.00	\$ 7.50	\$ 1,400.00	\$ 7.50	\$ 1,400.00	
5	1,000	P1328 (Trailer)	\$ 1,045.00	\$ 7.50	\$ 1,045.00	\$ 7.50	\$ 1,045.00	
7	4/4	60292 (Trailer) 001	\$ 445.00	\$ 2.60	\$ 445.00	\$ 2.60	\$ 445.00	

Key Personnel

Unit

Ray Hartley	1
Lloyd Tankersly	"
Stuart Grimes	"
Rod Eden	"
Bud Smith	"

PART I - THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 GENERAL REQUIREMENTS

1.1 Scope of Contract

- 1.1.1 The intent of this solicitation and any resultant contract is to obtain services of Mobile Shower Facilities at various field locations during wildland fire and other types of activities throughout the contiguous western United States. The contract is available for use by the USDA-Forest Service and other cooperating Federal and State Agencies, hereinafter referred to as the Government.
- 1.1.2 The Mobile Shower Facility service is to include all equipment, labor, materials, and supplies normally associated with the trade. Such services shall include, but are not necessarily limited to, complete management, control, purchase, storage, and maintenance.
- 1.1.3 When use of contract Mobile Shower Facilities service is needed for wildland fire activities in the contiguous western United States, the Government is obligated to purchase services from the National Mobile Shower Facilities Contractors when they are reasonably available. When the use of Mobile Shower Facilities service is needed for other types of activities, the Government may use the National Shower Facilities Contractors at its option.
- 1.1.4 The Government, at its option and by mutual consent of the Contractor, may order additional water vehicles and/or hand washing stations as shown in and at the rates offered in Section B.
- 1.1.5 Due to the sporadic occurrence of incident activity, the Government DOES NOT GUARANTEE placement of any orders for service and:
 - 1.1.5.1 The Contractor is not obligated to accept orders if written notification has been made to the Government in advance of the placement of an order that he/she is unavailable.

- 1.1.5.2 If advance notification has not been made, the Contractor is obligated to perform during the periods of time stated in Section B in accordance with the terms and conditions stated herein for the duration of the incident. Once the incident has begun to demobilize, the Contractor is not obligated to stay beyond 3 days after the Facilities Unit Leader (FACL) has determined that the numbers are below 100 people at the incident. The Contractor must inform the FACL in writing of his/her intent NOT to stay beyond the 3-day period within 6 hours of being notified by the FACL.
- 1.1.5.3 When the Contractor is providing acceptable service and the demands of the incident exceed the capability of the Mobile Shower Facility Unit, the Government shall either order another Mobile Shower Facility or provide for additional potable water to support the existing Mobile Shower Facility Unit.

1.2 Government Furnished Property

The Government shall deliver to the Contractor the following Government furnished property (see Section I, Contract Clauses).

- 1.2.1 Garbage cans and liners (for use outside the shower unit).
- 1.2.2 Invoices, supplemental invoices, and evaluation books shall be ordered by the benefiting user at the fire incident as needed. Contractors should notify the FACL when forms are needed so they may ensure the order is properly made at the incident. An office copy and one copy for each Mobile Shower Facility Unit of the Contract shall be provided upon contract award and with each contract renewal period.

1.3 Government Furnished Services

- 1.3.1 Waste Products - The Government shall arrange for pick up and disposal of all waste products.
- 1.3.2 Gray Water - The Government shall arrange for removal of waste (gray) water from the Contractor's holding facility and optional hand washing station(s).

1.3.3 Meals - When mobile food services are available, meals for the Contractor's personnel shall be furnished without charge.

1.3.4 Dust Control - The Government shall arrange for dust control for the shower facilities operating area.

1.3.5 Potable Water

1.3.5.1 The Government shall designate a potable water source.

1.3.5.2 If a water-use fee is required for the Government designated potable water source, the Government shall be responsible for payment of water-use fee. The fee shall be submitted on the Form 1276-D Daily Shower Order/Invoice - Mobile Shower Facilities (Continuation Sheet).

1.3.5.3 The Government shall provide potable water to all optional hand washing stations ordered.

1.3.6 Fuel Tender

The Government shall allow the Contractor to use a Government fuel tender when available. Any costs of services/supplies shall be deducted from payments due the Contractor on the Form 1276-D Daily Shower Order/Invoice - Mobile Shower Facilities (Continuation Sheet).

1.3.7 Government Escort

When it is difficult for a Contractor to locate an incident with the directions that have been given within the time frame desired, the Government shall give the Contractor directions to a designated site that can be easily found such as a Ranger Station, District Office, fork in the road, etc. From that site, the Government will provide an escort to the incident.

1.3.8 Health Authority Notification

When the Mobile Shower Facility Unit is dispatched to an incident, a Government representative may notify local Health Authorities of the time and location that services are to be performed.

1.4 Contractor Furnished Equipment, Supplies, and Personnel

The Contractor shall furnish the following:

- 1.4.1 All labor and equipment (including a potable water transportation vehicle, minimum capacity 1,500 gallons) to include complete management, control, storage, transport, set up, and maintenance of the Mobile Shower Facility.
- 1.4.2 All paper bath and hand towels, and phosphate-free liquid soap.
- 1.4.3 All fuel and electricity required for heat, lights, and hot water.
- 1.4.4 Living accommodations and shower services for Contractor's personnel.
- 1.4.5 Adequate storage (minimum 1,500 gallons) of potable water (separate from transportation vehicle).
- 1.4.6 A minimum storage capacity of 2,500 gallons for storage of gray water.
- 1.4.7 Repairs to equipment. The Government may at its option elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be deducted from payments due on the form 1276-D Daily Shower Order/Invoice - Mobile Shower Facilities (Continuation Sheet).

NOTE: It is recognized that during times of emergencies, the Contractor may not be able to furnish some items required. The Government may furnish items to the Contractor and deduct the cost from payments due.

1.5 Contractor Responsibilities

The Contractor is expected to perform in a professional manner, being courteous and cooperative, with a positive and helpful attitude at all times. Some specific Contractor responsibilities are listed below:

- 1.5.1 Furnish services as stated in Section B.
- 1.5.2 Provide equipment fully operational, which includes all fuel, oil, preventative maintenance, and repair. All items broken in transit shall be repaired promptly.
- 1.5.3 Immediately report to the FACL or Contracting Officers Representative (COR) upon arriving at the site.
- 1.5.4 Provide for transportation of all potable water to the Mobile Shower Facility Unit unless the Government determines alternate transportation is more advantageous.

- 1.5.5 Provide personnel to keep the Mobile Shower Facility in continuous operation during showering periods specified by the Government. However, the Mobile Shower Facility is not required to operate 24 hours per day. Ensure a Mobile Shower Manager or designated representative is available at the fire incident at all times. Any designated representative shall be designated in writing and have all of the training and authority of the Mobile Shower Manager.
- 1.5.6 Ensure the scheduling and maintenance of an adequate supply of water for operation of the unit. When transporting conditions do not permit scheduling of an adequate supply of water with the Contractor's equipment, the Government may either allow a shut-down of the unit or an alternate supply.
- 1.5.7 Maintain all facilities in a sanitary condition. All employees shall be neat and clean in fact as well as in appearance. All employees shall wear identification that distinguishes the company represented.
- 1.5.8 Ensure that no alcoholic beverages and/or controlled substances are taken to the incident, used by, or furnished to any person at the incident. There shall be no use of tobacco products in the immediate area of the Mobile Shower Facility or inside the shower units.
- 1.5.9 Only those Contractor employees essential to the mission may remain at the incident.
- 1.5.10 Provide equipment and operate that equipment in accordance with all current Federal, State, local laws or standards, OSHA regulations, the National Electrical Code (NEC), the Uniform Plumbing Code (UPC), Federal and State Potable Water Codes, and other contractual requirements stated herein.
- 1.5.11 Ensure all Contractor personnel receive initial and refresher harassment training and that they understand Government policies.
- 1.5.12 Have copies of the contract and required forms with each Mobile Shower Facility.

NOTE: Violation of any one, or combination of, the above requirements may result in suspension or termination of the Contractors Mobile Shower Facility.

C.2 ORDERING, RELOCATING, REDUCING, RELEASING, REASSIGNING AND CANCELING PROCEDURES

2.1 Procedure for Placing Orders for a Mobile Shower Facility

The Government has contracts with several firms for Mobile Shower Facilities and will utilize the Contractor located at the Designated Dispatch Point closest to the incident as determined by using the Rand McNally Road Atlas® or the latest version of Microsoft Expedia Streets & Trips®, providing that the equipment meets the incidents needs and required time frames can be met. When more than one Contractor is located within the radius of a Designated Dispatch Point, dispatch will be done on a rotation basis provided that incident needs can be met. In this case, the first Contractor dispatched will be the one with the earliest availability dates; if both Contractors have the same availability dates the Contractor with the lowest rates will be dispatched first.

NOTE: The beginning/ending availability dates in Section B for each location are periods of time that Contractors and all equipment (including optional equipment) are required to be available to perform mobile shower facility services. However, the Government will still offer dispatches to the closest Contractor whether inside or outside of those dates.

The Contractor's Base of Operations is the contractually approved physical location (within the specified mile radius of the Designated Dispatch Point) for ALL Contractor equipment to be kept within the defined availability dates.

2.1.1 Orders

All orders shall be placed by the National Interagency Coordination Center (NICC), National Interagency Fire Center (NIFC) regardless of the jurisdictional location of the Incident.

2.1.2 Release and/or Reassignment

2.1.2.1 When a Contractor's unit has been released from an incident, it may remain on site or in the nearest town up to 24 hours in available status for rest and relaxation (R & R). After this time, it must return to the unit's Designated Base of Operations or be reassigned unless otherwise approved by the Contracting Officer.

2.1.2.2 All reassignments of the National Mobile Contract Shower Facility Units shall be done by the NICC.

2.1.2.3 Reassigned En Route

When a Contractor's unit is reassigned en route to an incident, the Contractor is obligated to report to the reassigned incident.

2.1.3 Deleted in it's entirety.

2.1.3.1 Deleted in it's entirety.

2.1.4 Information Required by NICC When Placing Orders

Persons ordering Mobile Shower Facilities will furnish the following information:

2.1.4.1 Resource Order Number, Request Number, and name of incident.

2.1.4.2 Exact location to designated site where Contractor can meet a Government representative for escort or further instructions to the incident.

2.1.4.3 Estimated number of persons to be showered and time that showering is to begin.

2.1.4.4 Name, title, and phone number of person to contact for further information.

2.1.4.5 Name and title of person to contact at the incident.

2.1.5 Contractor Lead Time After an Order Has Been Placed by NICC

The Contractor will be allowed the following lead time for reporting to an incident and be ready to start showering after an order has been placed by NICC:

2.1.5.1 Two (2) hours loading or mobilization time.

2.1.5.2 One (1) hour for each 35-mile distance (normally on paved roads) from the Designated Base of Operations to the designated site or escort location. When the Contractor agrees to a shorter delivery schedule at the time that the order is placed by NICC, he/she is obligated to perform in accordance with the agreed upon schedule.

2.1.5.3 The time to travel from the designated reporting location (i.e., Ranger Station, District Office, fork in the road, etc.) to the Incident will depend upon road conditions.

- 2.1.5.4 Two (2) hours Mobile Shower Facility set-up time after a mutually agreeable site at the incident has been quickly established. The FACL or COR shall make the final decision on the location of the site if agreement can't be reached.

2.2 Procedure for Canceling or Releasing/Reassigning a Mobile Shower Facility

A Mobile Shower Facility Unit may be canceled at any time prior to service beginning (i.e., the unit has water and is ready for showering at the agreed upon time or when personnel begin showering, whichever comes first) or released at any time after service has begun.

2.2.1 Canceling a Mobile Shower Facility

Notice of cancellation will be provided to the Contractor by the NICC, located at the National Interagency Fire Center, Boise, ID.

2.2.2 Releasing/Reassigning a Mobile Shower Facility

Releases for National Mobile Shower Facilities will go through established dispatch channels. The NICC, located at the National Interagency Fire Center in Boise, ID, shall be notified of the release through these channels. A Contractor shall contact the local Dispatch Center to confirm status of release or reassignment. Releases will normally be done on a first-in, last-out basis unless the incident needs dictate otherwise, or to do so would cause unnecessary equipment relocation.

2.3 Procedure for Relocating a Mobile Shower Facility at an Incident

- 2.3.1 After a Mobile Shower Facility has arrived and set-up at an incident, the Government may have a need to relocate the Mobile Shower Facility to another location on the same incident, which entitles the Contractor to a Relocation Fee (in addition to mileage).

- 2.3.2 Reassignment of the Mobile Shower Facility to another incident is not considered relocation.

2.4 Procedure for Ordering or Canceling and Releasing Optional Water Vehicle and/or Hand Washing Station(s)

2.4.1 Ordering

- 2.4.1.1 The Government may have the need to order optional potable water vehicles and/or hand washing stations offered in Section B. If so, the same procedure will be followed as that used when ordering a Mobile Shower Facility Unit through NICC.

2.4.1.2 If the Contractor voluntarily brings optional equipment to an incident with the Mobile Shower Facility Unit and the Government has a need at that time for the one or more units, the Government may exercise the option to order those units.

2.4.1.3 Deleted in it's entirety.

2.4.2 Canceling and Releasing

Potable water vehicles and/or hand washing stations may be canceled at any time prior to reaching an incident or released at any time after service has begun.

2.5 Procedure for Ordering Intermittent Use of Contractor's Potable Water Vehicles

After the Contractor has reached an incident and services have begun, the Government may order the Contractor's potable water vehicle on an intermittent basis for use other than transporting potable water to the shower unit; i.e., for providing support to Mobile Food Service Unit kitchen, etc. Filling canteens and cubitainers is not considered intermittent use. Intermittent use of Contractor's potable water vehicle shall also include a Contractor furnished operator.

C.3 EQUIPMENT REQUIREMENTS

A Mobile Shower Facility Unit meeting all standards cited in C 1.1.5.10 shall consist of a showering unit, potable water truck, and all peripheral equipment and trailers necessary to support the showering unit, and shall be capable of showering a minimum of 600 persons at an incident. Listed below are the minimum equipment requirements for a Mobile Shower Facility Unit.

3.1 Shower Units: Each Mobile Shower Facility Unit at a minimum shall:

- 3.1.1 Be constructed of nonporous, readily cleanable surfaces to accommodate sanitization and cleanability.
- 3.1.2 Have nonskid surfaces on floors. Direct contact wood surfaces, carpet or similar material on the floors in the shower unit is not acceptable. The Mobile Shower Facility Unit shall be sanitized in accordance with C 3.1.1.10. Mats may be used if they are removed twice daily and sanitized in accordance with C 3.1.1.10.
- 3.1.3 Have sturdy steps, in compliance with C 3.6, allowing entry to the Shower Facility Unit in a safe manner.

- 3.1.4 Have no less than twelve (12) shower heads with a minimum of 20 pounds-per-square-inch (psi) water pressure and 2 gallons-per-minute (gpm) flow at the head.
- 3.1.5 Have a minimum of eight (8) wash basins (sinks) and mirrors located outside and no less than one (1) wash basin and mirror for every two (2) shower heads when the number of shower heads exceeds the minimum requirement.
- 3.1.6 Provide liquid soap dispensers for each shower head.
- 3.1.7 Provide shelf at each shower head to accommodate shampoo, etc.
- 3.1.8 Have continuous hot water heating capability.
- 3.1.9 Be able to maintain a minimum temperature of 101 degrees Fahrenheit. Water temperatures must be commensurate with comfortable showering.
- 3.1.10 Be sanitized at least twice daily (during non-peak periods) by using at a minimum the following procedure:
 - 3.1.10.1 Wash down the Mobile Shower Facility Unit with soap or detergent,
 - 3.1.10.2 Rinse the shower unit thoroughly, and
 - 3.1.10.3 Sanitize with a household bleach (5 percent chlorine) solution using a minimum of 1 tablespoon bleach per 2 gallons water, or equivalent.
 - 3.1.10.4 Maintain a log and document the dates and times that the sanitizing is performed.
- 3.1.11 Ensure that all equipment preserves the potable water quality throughout the shower unit and peripheral equipment as water is stored and used. No galvanized pipes, fittings, or fixtures are allowed.
- 3.1.12 Use potable water for all showers and wash basins.
- 3.1.13 Provide privacy inside the shower from outside viewing. In order to provide semi-privacy for inside showering, the unit shall at a minimum have solid partitions (or sturdy partitions made of heavy-duty, opaque material) at least 26 inches wide between each shower head to limit view from the person showering on either side.
- 3.1.14 Provide for segregated separate showering areas for men and women.

3.1.15 Have adequate outside lighting for use of shower unit after dark.

3.1.16 Light bulbs, tubes, etc., shall be covered with a completely enclosed plastic safety shield or its equivalent. Light fixtures shall be installed so as to not constitute a hazard to personnel or shower unit materials. All electrical receptacles not dedicated will be grounded fault protected.

3.1.17 Any hand-held shower heads shall include a wall fixture to hold the unit while the water is flowing. Timers to limit the amount of time that the water flows are allowed so long as the water can be set to flow multiple times at the discretion of the showered.

3.2 Wash Basins (Sinks)

3.2.1 Each wash basin (sink) shall provide hot and cold water or heated water, shall control gray water, and shall have liquid soap dispensers. Each wash basin (sink) shall also have the ability to hold water.

3.2.2 Faucets shall be used that allow for the washing of both hands while the water is running.

3.3 Dressing Area

Dressing areas shall, at a minimum:

3.3.1 Be enclosed.

3.3.2 Be capable of accommodating as many people as the number of shower heads provided.

3.3.3 Provide twice the number of clothes hooks as shower heads.

3.3.4 Have sufficient heating and ventilation to provide a comfortable atmosphere and keep the steam/humidity level low.

3.3.5 Have sufficient drainage to prevent the puddling of water.

3.3.6 Have carpets and/or flooring that can be sanitized in accordance with Section C 3.1.1.10.

3.3.7 Provide reasonable security from pilferage. Extra security measures are needed if boots cannot be carried into the shower unit dressing area or left in an enclosed dressing area. A security plan shall be submitted to the Contracting Officer no later than 30 days after contract award.

3.4 Potable Water Transportation and Storage

All potable water vehicles shall, at a minimum:

- 3.4.1 Provide the shower unit (regardless of whether other non-contractor water vehicles are available) with a minimum capacity of 1,500 gallons.
- 3.4.2 Comply as a minimum with the potable water standards in Section J and with any additional Department of Transportation and Water Quality Authority requirements of the State in which the vehicle is licensed and based. Must be capable of traversing maintained forest roads.
- 3.4.3 Have a Contractor furnished operator with each individual potable water vehicle (including optional vehicles) and those vehicles for intermittent use.
- 3.4.4 Optional potable water vehicles shown in Section B shall be equipped with a minimum of ten (10) outside spigots/valves for filling canteens, cubitainers, etc., and have a minimum capacity of 1,000 gallons.

3.5 Optional - Hand Washing Station(s)

Each optional hand washing station shall have, at a minimum, three faucets with wash basin(s) (sinks), 500-gallon gray water capacity, and provide either hot and cold water with mixing faucets or warm running water (101 degrees Fahrenheit). Each wash basin (sink) shall have the ability to hold water. Paper towels and phosphate-free liquid soap shall be provided by the Contractor.

3.6 Additional Safety Equipment

All equipment is required to meet current Federal, State, and local laws or regulations, the NEC, the UPC, Federal and State Potable Water Codes, OSHA standards and other contractual requirements. Any steps or platforms shall have solid handrails, not chain linked, in addition to other current OSHA standards for handrails and stairs (see 29 CFR 1910.23-1910.24).

C.4 Safety and Health Plan

The Contractor shall submit a written Safety and Health Plan to the Contracting Officer within 60 days of contract award.

PART I - THE SCHEDULE

SECTION D

PACKAGING AND MARKING

D.1 EQUIPMENT MARKING

- 1.1 Mobile Shower Facility - All vehicles comprising a complete Mobile Shower Facility Unit shall be permanently marked with the company name, unit identification number, and vehicle identification number (VIN) identified in Section B.
- 1.2 Water Vehicles and Hand Washing Stations - All optional water vehicles and hand washing stations shall also be permanently marked with the company name, unit number, and vehicle identification number (VIN) identified in Section B.
- 1.3 Company Name and Unit Numbers - The company name and unit numbers shall be located in an obvious place with letters and numbers no less than 4" in height, (for example: "Shower Power, S-1").
- 1.4 All Bladder Bags - All bladder bags used shall have the size and use stenciled on them in a conspicuous place in letters and numbers no less than 4" in height, (for ex: "500 Gal-Gray Water").
- 1.5 Hoses - All hoses used shall have the use, i.e. gray, black, or potable, identified on them.

PART I-THE SCHEDULE**SECTION E****INSPECTION AND ACCEPTANCE****E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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None by reference.

E.2 INSPECTION OF SERVICES--FIXED-PRICE (FAR 52.246-4) (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.3 PRE-USE INSPECTION OF EQUIPMENT

Each year prior to use of Mobile Shower Facilities, the Government may conduct pre-use inspections of Contractor's equipment for compliance with the contract specifications and conditions. In addition to equipment, Contractor will have available for inspection any items listed in Section C1.4.

E.4 INSPECTIONS DURING USE AND PERFORMANCE (Also see Section F)

- 4.1 At any time during use, the Contracting Officer may make or cause to be made, such inspections as deemed necessary for the purpose of determining that equipment, supplies and personnel meet current contract specifications or to determine equipment condition. Inspection may be performed by Federal and State Government representatives such as the Contracting Officers Representative (COR) or Facilities Unit Leader (FACL), personnel from Department of Labor, Occupational Safety and Health Administration (OSHA), and other personnel designated by the Contracting Officer, etc.
- 4.2 Inspection by the Government after a performance failure has occurred will be made as promptly as possible after the Contractor has given notice that the failure has been corrected.
- 4.3 When equipment and services are inspected and do not meet contract requirements, the COR or Facilities Unit Leader (FACL) shall document deficiencies and when appropriate reduce the contract prices (see Inspection of Services--Fixed Price). The Contracting Officer shall make final determinations on any remedial actions implemented or erroneous payments approved, by COR's or FACL's if appropriate and make final decisions.

**E.5 INSPECTION OF WATER VEHICLES AND/OR HAND WASHING STATIONS
(NOT SHOWN IN THE SCHEDULE OF ITEMS)**

- 5.1 Water vehicles and hand washing stations not shown in Section B of items or previously inspected and approved for use by the CO must be inspected by the Ground Support Unit Leader prior to use. Equipment of this type determined to be needed for Government use shall be ordered at the incident camp site, using a separate procurement instrument and paid in accordance with the provisions therein, not under this contract (refer to G8.8). Approval of this type of equipment shall expire when equipment is released from the incident.
- 5.2 A copy of the inspection report shall be attached to the invoice and the invoice shall be processed in accordance with the provisions of the procurement instrument.

PART I - THE SCHEDULE
SECTION F

DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATE BY REFERENCE (FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK

F.2 CONTRACT PERIOD

- 2.1 The base contract period shall extend from the date of award through December 31, 1999. However, at the option of the Government, the contract may be extended for 1-year periods, January 1 through December 31, not to exceed four extension periods, at the same terms and conditions, except that any extension is subject to the provisions of Section I, Contract Clauses, Economic Price Adjustment.
- 2.2 The Government will notify the Contractor of its intent to extend not less than sixty (60) calendar days prior to the expiration of the current contract period.

F.3 LOCATION(S)

- 3.1 Mobile Shower Facilities shall be physically located at the Base of Operations and dispatched from Designated Dispatch Points during the availability dates identified in Section B. Any relocation of equipment from the Designated Dispatch Points during the dates identified in Section B shall be approved in advance by the National Interagency Coordination Center (NICC), National Interagency Fire Center (NIFC), with the concurrence of the Contracting Officer.

If the Contractor wishes to be available for dispatch outside of the availability dates identified in Section B, it is the Contractors responsibility to notify the Contracting Officer, in writing, of the locations and availability of units.

- 3.2 The Contractor shall be notified by NICC of the location where services are to be performed at the time the Mobile Shower Facilities Unit(s) is ordered.

F.4 UNAVAILABILITY

- 4.1 The Contractor will be considered unavailable for service whenever, due to the Contractor or his/her agent's fault or negligence,
 - 4.1.1 The equipment or personnel are not at the Designated Dispatch Point(s) identified in Section B, or other approved location as approved by NICC with concurrence of the Contracting Officer, or,
 - 4.1.2 The Contractor fails to notify the Contracting Officer of the desire to be available outside of the availability dates identified in Section B and provide the required location(s) and unit(s) available.
- 4.3 If the Contractor's equipment and personnel are not located at the Designated Dispatch Point(s) during the availability dates in Section B, or other location as approved by NICC with concurrence by the Contracting Officer during the specified dates, it may result in suspension or partial/complete termination of the contract.

F.5 CONTRACTOR EVALUATIONS

The Contracting Officers Representative (COR), Facilities Unit Leader (FACL), and Contracting Officer's Technical Representative (COTR) shall complete an Interagency Mobile Shower Facility Performance Evaluation, Form 1276-F (1/00) prior to leaving each incident. Conducting a close-out briefing with the Contractor is optional. A copy of the evaluation forms shall be given to the contractor at the incident when possible and one forwarded to the CO. The Form 1276-F, in addition to other performance information which may become available, will be utilized to facilitate the compilation of the Contractor Performance Report for each seasons contract performance.

PART I - THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION

G.1 MOBILE SHOWER FACILITY - MILEAGE

- 1.1 Mobile Shower Facility Units shall be ordered from the Designated Dispatch Points and leave from the Base of Operations during the availability dates of identified in Section B. For payment purposes, mileage shall be measured from the location of the Contractors Mobile Shower Facility Unit at time of dispatch to the incident(s) and return using the Rand McNally Road Atlas© or Microsoft Expedia Streets & Trips© to the town nearest the incident and from there to the incident on Government verified odometer readings. If the Contractors Mobile Shower Facility Unit has been released from an incident, the mileage shall be measured from the town nearest the incident to the next assigned incident based on Government verified odometer readings. If the Contractor is not dispatched from one incident to another, mileage shall be measured from the last incident location to the Base of Operations in the Section B or other location approved by the Contracting Officer.
- 1.2 Mileage for transporting the Mobile Shower Facility Unit (including all equipment, materials, supplies and personnel to support the operation), to and from the incident shall be at the rates offered in the Section B. Additional mileage rates shall not be paid for getting supplies or making repairs on the Mobile Shower Facilities Unit while at an incident.
- 1.3 All mileage to provide potable water to the Mobile Shower Facility Unit or other use shall be measured from the incident to the water source and the return by using Government verified odometer readings and paid at the rates offered in the Schedule of Items.
- 1.4 If an order for a Mobile Shower Facility Unit is canceled before reaching the incident, the Contractor shall be paid for actual mileage incurred, if applicable, at the rates specified in the Schedule of Items. The actual mileage shall be measured by Contractor verified odometer readings and documented in the remarks block on Form 1276-C, Daily Shower Order/Invoice Sheet.
- 1.5 Mileage shall not be paid for an additional Mobile Shower Facility Unit voluntarily brought to an incident.
- 1.6 When equipment is released from one incident and subsequently reassigned to another prior to returning to its Base of Operations, it is the Contractors responsibility to inform the COR or FACIL at the new incident of any changes or corrections in return mileage indicated on invoices submitted on prior incidents. The information shall be clearly documented in the remarks block of the Form 1276-D, Daily Shower Order/Invoice Continuation Sheet.

G.2 MOBILE SHOWER FACILITY - USAGE

- 2.1 Payment for use of a Mobile Shower Facility Unit shall be made only when properly ordered and approved by the Government and at the rates offered in Section B.
- 2.2 If an order is canceled prior to reaching the incident, 1 day of usage will be paid. If an order is canceled or if the Contractor is released after service has begun, a minimum of 2 days of usage will be paid.
- 2.3 If Mobile Shower Facility arrives after the stated time that services are to begin, payment will start at the beginning of the next time set for showering by the Contracting Officers Representative (COR) or Facilities Unit Leader (FACL) or the next day, whichever comes first.
- 2.4 Payment for shower usage shall begin when the Mobile Shower Facility has water and is ready for showering at the time agreed upon or when personnel begin showering, whichever comes first. When the Contractor has arrived at the incident in a timely fashion and the Government delays selection of site location for set-up, payment for the Mobile Shower Facility will begin at the time of arrival at the incident.
- 2.5 Payment, for partial days at the beginning and ending of the use period, or when a Mobile Shower Facility Unit becomes unavailable, shall be made at one-half the daily rate when service is provided for 8 hours or less at the end of the use period. A full day of usage will be paid when service goes beyond noon. Any release prior to noon on the last day of service will be paid one-half of the daily rate. If the Contractor's gray water does not get pumped until after twelve noon, a full-day usage will be paid.
- 2.6 When incident camp populations for people showering exceeds 75 people per shower head, the Contractor shall be paid an additional 50 percent of the applicable usage rate. The number of personnel shown on the Incident Resource Locator Cards (minus spike, administrative, or other persons not showering at the incident) shall be used to determine incident camp population as calculated by the COR or FACL.
- 2.7 When the demand of the incident exceeds the capability of the Mobile Shower Facility Unit and additional Mobile Shower Facility Units are ordered and utilized, the total number of shower heads for all units will be the basis for determining whether or not the camp population exceeds 75 people per shower head.

G.3 INTERMITTENT USE OF CONTRACTORS WATER VEHICLE

Payment for the intermittent use of the Contractors water vehicle that is part of the Mobile Shower Facility Unit shall be computed on an hourly basis at the rates shown in Section B (total rate not to exceed that of a 10-hour day). Intermittent use involves the use of part of the Contractors Mobile Shower Facility Unit (i.e., the potable water truck) in the support of camp operations away from the shower unit, such as supporting a Mobile Food Service Unit. It does not include use such as filling up canteens or other containers at the shower location for which the Contractor is already compensated with mileage costs.

G.4 RELOCATION FEE

Each additional setup/takedown of a Mobile Shower Facility Unit properly ordered by the Government beyond the initial setup/takedown at an incident shall be paid at the relocation fee rate specified in the Section B. The actual mileage, based on Government verified odometer readings, shall also be paid at the mileage rate specified in Section B.

G.5 OPTIONAL EQUIPMENT (WATER VEHICLES AND/OR HAND WASHING STATIONS)

- 5.1 Optional water vehicles and hand washing stations shall be ordered from the Designated Dispatch Points and leave from the Designated Base of Operation during the availability dates identified in the Section B. For payment purposes, mileage shall be measured from the location of the Contractor's Base of Operations, or other properly approved location, at time of dispatch to the incident(s) using the Rand McNally Road Atlas© or Microsoft Expedia Streets & Trips© to the town nearest the incident and from there to the Incident on Government verified odometer readings. If the Contractors optional equipment has been released from an incident, the mileage shall be measured from the town nearest the incident to the next assigned incident based on Government verified odometer readings. If the Contractor is not dispatched from one incident to another, mileage shall be measured from the last incident location to the Designated Base of Operations in Section B or other location approved by the Contracting Officer.
- 5.2 Mileage for the optional water vehicles ordered, to and from the incident, shall be at the rates offered in Section B. Additional mileage rates shall not be paid for getting supplies or making repairs on the equipment while at an incident.
- 5.3 Mileage while in use at the incident shall be paid by the Government at the applicable rates shown in Section B.
- 5.4 If an order for optional water vehicles is canceled prior to reaching an incident, the Contractor shall be paid 1-day's usage plus actual mileage, if applicable. If an order is canceled after service has begun, a minimum of 2 days usage shall be paid.

- 5.5 Mileage shall not be paid for optional water vehicles or hand washing stations voluntarily brought to an incident.
- 5.6 When an optional water vehicle or hand washing stations is released from one incident and subsequently reassigned to another prior to returning to its Designated Base of Operations, it is the Contractors responsibility to inform the COR or FACL at the new incident of any changes or corrections in return mileage indicated on invoices submitted on prior incidents.

G.6 OPTIONAL WATER VEHICLES AND/OR HAND WASHING STATIONS - USAGE

- 6.1 Payment for use of the Contractors water vehicles and/or hand washing stations shall be made only when properly ordered and approved by the Government.
- 6.2 Payment for daily use shall begin when the optional equipment is ready for use and at the rates offered in Section B until the equipment released.
- 6.3 Payment for full days of availability and usage shall be made at the daily rates offered in Section B until the unit is released.
- 6.4 Payment for partial days at the beginning and ending of the use period or due to unavailability shall be made at one-half the daily rate when service is provided for 8 hours or less.
- 6.5 If equipment has begun service (equipment actually in use by camp personnel) and becomes unavailable, or for fractional days at the beginning and ending of the use period, one-half the daily rate shall be paid if service is provided for 8 hours or less.
- 6.6 Additional water vehicles and hand washing stations not on the Schedule of Items shall not be paid under this contract. They must be ordered using a local Emergency Equipment Rental Agreement or other valid procurement instrument and paid in accordance with the provisions therein.

G.7 MISCELLANEOUS CHARGES AND CREDITS

7.1 Equipment Repair, Supplies and Fuel.

Any costs incurred by the Government in repairing the Contractors equipment and/or providing Government furnished supplies/fuel to the Contractor shall be deducted from payments due to the Contractor on a daily basis on Form 1276-D, Daily Shower Order/Invoice Continuation Sheet.

- 7.2 Lost/Damaged Equipment Or Supplies. Any Contractor equipment or supplies lost or damaged by the Government and certified as lost or damaged by the COR or FACL shall be credited to payments due the Contractor on Form 1276-D, Daily Shower Order/Invoice Continuation Sheet and submitted to the Contracting Officer for approval.
- 7.3 License and Permits. Contractors are responsible for all licenses and permits needed to perform work under this contract. However, when a Mobile Shower Facility Unit is dispatched outside the state of the Designated Dispatch Point (DDP), the following shall apply:
- 7.3.1 Permits and licenses purchased as a result of being dispatched to an incident outside the State of the DDP shall be credited to payments due the Contractor.
- 7.3.2 Proof of expenditures shall be attached to the 1276-D, Daily Shower Order/Invoice Continuation Sheet. Without original license and permits, payments shall not be made.
- 7.3.3 Payment shall be limited to those vehicles that comprise the Mobile Shower Facility Unit as shown in Section B.
- 7.4 Commissary. Commissary items available at an incident may be purchased by Contractors employees on a cash basis only. These items shall not be shown as deductions on the 1276-C and D, Daily Shower Order/Invoice and Continuation Sheet.
- 7.5 Sales/Use/Privilege Tax. The Contractor is required to pay all applicable taxes. However, the Government shall reimburse the Contractor for all applicable state sales/use/privilege taxes assessed on earnings under this contract. If tax is known at time of invoice preparation the tax shall be entered as a separate line item under Miscellaneous Charges and Credits on Form 1276-D, Mobile Shower Order/Invoice Continuation Sheet. Otherwise the Contractor may invoice taxes separately to the payment office. Invoices must identify charges applicable to each incident by name and reference back to the previously submitted invoices. The Government shall only reimburse the Contractor the taxes the Contractor is required to pay. If the Contractor is eligible for tax exemptions or exclusions, the Government shall not provide reimbursement. Any tax rebates shall be refunded to the Government. Proof of expenditures shall be attached to Form 1276-D, Daily Shower Order/Invoice Continuation Sheet and forwarded to the Contracting Officer for approval.

G.8 PAYMENT PROCEDURES

- 8.1 All Mobile Shower Facility usage, relocation fees, mileage and intermittent water vehicle usage will be itemized on Form 1276-C, Daily Shower Order/Invoice, and Form 1276-D, Daily Shower Order/Invoice Continuation Sheet.
- 8.2 Optional water vehicle and hand washing station usage and mileage shall be itemized on Form 1276-C, Daily Shower Order/Invoice.

- 8.3 Any additional credits or deductions shall be shown on Form 1276-C and 1276-D, Daily Shower Order/Invoice and Continuation Sheet. The Contractor shall certify on the last invoice that all fuel purchases, etc., have been accounted for and documented on Contractors invoices prior to leaving incident.
- 8.4 The Contractor and COR or FACL must print their names and also affix a signature on Form 1276-C Daily Shower Order/Invoice, and 1276-D, Daily Shower Order/Invoice Continuation Sheet. The Government representative shall include his/her title, work address and work phone number and the Contractor shall include his/her title and phone number. Invoices not signed by the Contractor AND the COR or FACL shall not be paid.
- 8.5 The invoices shall be dispersed as follows:
- 8.5.1 Original - The original of every invoice shall be submitted by the Contractor to the USDA-FS, Boise National Forest (USDA-FS, BNF), Fiscal & Accounting, 1249 S Vinnell Way, Boise, ID 83709.
 - 8.5.2 Gold - The Contractor shall keep the gold copy for their personal records.
 - 8.5.3 Pink - The FACL shall keep the pink copy for their personal records.
 - 8.5.4 Blue - The blue Contracting Officer copy shall be sent to the Boise NF fiscal office by the COR or FACL for verification of the original invoice submitted by the Contractor. The Boise National Forest Fiscal Office shall forward the blue copy to the Contracting Officer after payment is made.
 - 8.5.5 Green - The Documentation Unit Leader shall keep the copy for the incident files.
- 8.6 Payment shall be made upon receipt of proper invoices, and paid in accordance with the Prompt Payment Act (see Section I.19)
- 8.7 No payment shall be made under this contract for supplies or services not priced in Section B. Additional water vehicles and hand washing stations not in the Schedule of Items shall not be paid under this contract. They shall be ordered using a local Emergency Equipment Rental Agreement or other valid procurement instrument and paid in accordance with the provisions therein.

G.9 ELECTRONIC FUNDS TRANSFER

- 9.1 Contractors are required to have invoices paid electronically under Vendor Express, by contacting the National Finance Center (NFC), Miscellaneous Payments Section, located in New Orleans, LA. Contractors can reach NFC by calling telephone number 1-800-421-0323. Upon notification, NFC will forward an enrollment package that will include Form NFC-1107 with an assigned nine-digit vendor identification number. The package will include all necessary instructions for setting up an electronic account. If there are any questions or problems, contact the Contracting Officer.

PART I - THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 POST AWARD CONFERENCE (AGAR 452.215-73) (NOV 1996)

A post award conference with the successful Offeror is required. It will be scheduled within 60 days after the date of contract award. The conference will be held at:

To be determined at a later date.

H.2 PERMITS AND RESPONSIBILITIES (FAR 52.236-7) (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractors fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work, which may have been accepted under the contract.

H.3 KEY PERSONNEL (AGAR 452.237-74) (FEB 1988)

(a) The Contractor shall assign to this contract the following Mobile Shower Facility Unit Managers as key personnel:

<u>Mobile Shower Facility Unit No.</u>	<u>Manager Assigned</u>
_____	_____
_____	_____
_____	_____

(b) During the first ninety days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

This clause incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

(FAR 52.202-1)	(OCT 1995)	DEFINITIONS
(FAR 52.203-3)	(APR 1984)	GRATUITIES
(FAR 52.203-5)	(APR 1984)	COVENANT AGAINST CONTINGENT FEES
(FAR 52.203-6)	(JUL 1995)	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
(FAR 52.204-4)	(JUN 1996)	PRINTING/COPY DOUBLE-SIDED ON RECYCLED PAPER
(FAR 52.203-8)	(JAN 1997)	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
(FAR 52.203-7)	(OCT 1988)	ANTI-KICKBACK PROCEDURES
(FAR 52.203-10)	(JAN 1997)	PRICE OR FEE ADJUSTMENT FOR IMPROPER ILLEGAL ACTIVITY
(FAR 52.203-12)	(JUN 1997)	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
(FAR 52.209-6)	(JUL 1995)	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
(FAR 52.215-2)	(FEB 1993)	AUDIT-NEGOTIATION
(FAR 52.215-26)	(JAN 1997)	INTEGRITY OF UNIT PRICES
(FAR 52.215-33)	(JAN 1996)	ORDER OF PRECEDENCE
(FAR 52.222-3)	(APR 1984)	CONVICT LABOR
(FAR 52.222-26)	(APR 1984)	EQUAL OPPORTUNITY
(FAR 52.222-28)	(APR 1984)	EQUAL OPPORTUNITY PRE-AWARD CLEARANCE OF SUBCONTRACTOR
(FAR 52.222-35)	(APR 1984)	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
(FAR 52.222-36)	(APR 1984)	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
(FAR 52.222-37)	(JAN 1988)	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
(FAR 52.223-2)	(APR 1984)	CLEAN AIR AND WATER
(FAR 52.223-12)	(MAY 1995)	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
(FAR 52.223-14)	(OCT 1996)	TOXIC CHEMICAL RELEASE REPORTING
(FAR 52.225-11)	(MAY 1992)	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
(FAR 52.227-1)	(JUL 1995)	AUTHORIZATION AND CONSENT
(FAR 52.227-2)	(AUG 1996)	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
(FAR 52.229-3)	(JAN 1991)	FEDERAL, STATE, AND LOCAL TAXES
(FAR 52.229-5)	(APR 1984)	TAXES CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
(FAR 52.232-11)	(APR 1984)	EXTRAS
(FAR 52.232-17)	(JUN 1996)	INTEREST

(FAR 52.233-2)	(AUG 1996)	PROTEST AFTER AWARD
(FAR 52.242-13)	(JUL 1995)	BANKRUPTCY
(FAR 52.242-14)	(APR 1984)	SUSPENSION OF WORK
(FAR 52.244-1)	(OCT 1997)	SUBCONTRACTS FIXED-PRICE CONTRACTS
(FAR 52.245-4)	(APR 1984)	GOVERNMENT FURNISH PROPERTY (SHORT FORM)
(FAR 52.246-25)	(FEB 1997)	LIMITATION OF LIABILITY - SERVICES
(FAR 52.253-1)	(JAN 1991)	COMPUTER GENERATED FORMS

I.2 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable-

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
 - (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost of pricing data. If the contractor is not granted an exception from the requirements to submit cost or pricing data the following applies:
 - (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
 - (2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.3 ORDERING (FAR 52.216-18) (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through contract expiration.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than one day service the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor
 - (1) Any order for a single item in excess of \$500,000.
 - (2) Any order for a combination of items in excess of 1,000,000.
 - (3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 4 hours after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 REQUIREMENTS (FAR 52.216-21) (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 2004.

I.6 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9)(MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years. The initial contract period shall extend from the date of award through December 31, 1999, and at the option of the Government, the contract may be extended for one-year periods, January 1 through December 31.

I.7 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (FAR 52.219-8)(JUN 1997)

- (a) It is the policy of the United States that small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern--
 - (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 per centum of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and
 - (2) Whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124. The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act. The Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.
- (d) The term "small business concern owned and controlled by women" shall mean a small business concern--
 - (1) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women; and

- (e) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals or a small business concern owned and controlled by women.

I.8 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (FAR 52.219-9) (AUG 1996)

- (a) This clause does not apply to small business concerns.
- (b) "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product. "Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.
- (c) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns and with women-owned small business concerns. If the Offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns, small disadvantaged business concerns, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.
- (d) The Offeror's subcontracting plan shall include the following:
 - (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns, small disadvantaged business concerns and women-owned small business concerns as subcontractors. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
 - (2) A statement of--
 - (i) Total dollars planned to be subcontracted;
 - (ii) Total dollars planned to be subcontracted to small business concerns;
 - (iii) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (iv) Total dollars planned to be subcontracted to women-owned small business concerns.
 - (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--
 - (i) Small business concerns,
 - (ii) Small disadvantaged business concerns, and
 - (iii) Women-owned small business concerns.

- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. A firm may rely on PASS as its small business source list. Use of the PASS as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--
 - (i) Small business concerns;
 - (ii) Small disadvantaged business concerns; and
 - (iii) Women-owned small business concerns.
- (7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the Offeror will make to assure that small, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the Offeror will include the clause in this contract entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan agreed to by the Offeror.
- (10) Assurances that the Offeror will--
 - (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports in order to allow the Government to determine the extent of compliance by the Offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms; and
 - (iv) Ensure that its subcontractors agree to submit Standard Forms 294 and 295.
- (11) A recitation of the types of records the Offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small, small disadvantaged and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (e.g., PASS), guides, and other data that identify small, small disadvantaged and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--
 - (A) Whether small business concerns were solicited and if not, why not;
 - (B) Whether small disadvantaged business concerns were solicited and if not, why not;
 - (C) Whether women-owned small business concerns were solicited and if not, why not; and
 - (D) If applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact--
 - (A) Trade associations;
 - (B) Business development organizations; and
 - (C) Conferences and trade fair to locate small, small disadvantaged and women-owned small business sources.
 - (v) Records of internal guidance and encouragement provided to buyers through--
 - (A) Workshops, seminars, training, etc., and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the Offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
 - (1) Assist small, small disadvantaged and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the contractor's lists of potential small, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small, small disadvantaged and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged and women-owned small business firms.

- (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided--
 - (1) The master plan has been approved;
 - (2) The Offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) (1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the Offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the Offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.
 - (2) The annual plan shall be reviewed for approval by the agency awarding the Offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.
 - (3) The approved plan shall remain in effect during the Offeror's fiscal year for all of the Offeror's commercial products.
- (h) Prior compliance of the Offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the Offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with--
 - (1) The clause of this contract entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns;" or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.

**I.9 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME
COMPENSATION (FAR 52.222-4) (JUL 1995)**

- (a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.
- (d) Payrolls and basic records.
 - (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
 - (2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.
- (e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

I.10 PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FAR 52.222-24) (APR 1984)

An award in the amount of \$1 million or more will not be made under this solicitation unless the Offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

I.11 SERVICE CONTRACT ACT OF 1965, AS AMENDED (FAR 52.222-41) (MAY 1989)

- (a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
 - (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
 - (2)
 - (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).
 - (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.
 - (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

- (iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
 - (B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.
 - (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.
 - (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
 - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

- (e) Minimum wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.
- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

- (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act
 - (A) Name and address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
- (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
- (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
- (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

- (k) Withholding of payments and termination of contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.
- (n) Seniority list. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.
- (p) Contractor's certification.
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

- (q) Variations, tolerances, and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:
- (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision
- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I.12 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

<u>Employee Class</u>	<u>Monetary Wage--Fringe Benefits</u>
Laborer	DIFFERENT FOR EACH AREA
Truck Driver	DIFFERENT FOR EACH AREA

I.13 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (FAR 52.222-43) (MAY 1989)

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
- (d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
 - (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
 - (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

- (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
- (g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

I.14 DRUG-FREE WORKPLACE (FAR 52.223-6) (JAN 1997)

- (a) Definitions. As used in this clause

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/contractor that has no more than one employee including the Offeror/contractor.

- (b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
 - (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
 - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

I.15 BUY AMERICAN ACT--SUPPLIES (FAR 52.225-3) (JAN 1994)

- (a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic end products.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product," as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

- (b) The Contractor shall deliver only domestic end products, except those
- (1) For use outside the United States;
 - (2) That the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
 - (3) For which the agency determines that domestic preference would be inconsistent with the public interest; or
 - (4) For which the agency determines the cost to be unreasonable (see FAR 25.105).

I.16 PAYMENTS (FAR 52.232-1) (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

I.17 DISCOUNTS FOR PROMPT PAYMENT (FAR 52.232-8) (MAY 1997)

- (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, Offerors awarded contracts may include prompt payment discounts on individual invoices.

- (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

I.18 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19) (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 1999. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 1999, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.19 PROMPT PAYMENT (FAR 52.232-25) (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer.

Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments

(1) Due date.

- (i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:
- (A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).
 - (B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- (ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

- (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are
 - (A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.
 - (B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.
 - (C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.
 - (D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.
 - (ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.
- (3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.
- (i) Name and address of the Contractor.
 - (ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)
 - (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
 - (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

- (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
 - (viii) Any other information or documentation required by the contract (such as evidence of shipment).
 - (ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.
- (4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the condition listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.
- (i) A proper invoice was received by the designated billing office.
 - (ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
 - (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
 - (ii) The following periods of time will not be included in the determination of an interest penalty:
 - (A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).
 - (B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.
 - (C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.
 - (iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.
 - (iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.
- (6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.
- (7) Additional interest penalty.
- (i) A penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor
 - (A) Is owed an interest penalty of \$1 or more;
 - (B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and
 - (C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

- (ii) (A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall
 - (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
 - (2) Attach a copy of the invoice on which the unpaid late payment interest was due; and
 - (3) State that payment of the principal has been received, including the date of receipt.
 - (B) Demands must be postmarked on or before the 40th day after payment was made, except that
 - (1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or
 - (2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.
 - (iii) (A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty except
 - (1) The additional penalty shall not exceed \$5,000;
 - (2) The additional penalty shall never be less than \$25; and
 - (3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.
 - (B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.
 - (C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.
 - (D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments

- (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract-financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.
 - (2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.
 - (3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.
- (c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I.20 DISPUTES (FAR 52.233-1) (OCT 1995) ALTERNATE I (DEC 1991)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)
 - (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
 - (2)
 - (i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim--
 - (A) Exceeding \$100,000; or

- (B) Regardless of the amount claimed, when using
 - (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
 - (2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required;) or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

I.21 CHANGES--FIXED PRICE (FAR 52.243-1) (AUG 1987) ALTERNATE I (APR 1984)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (1) Description of services to be performed.
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (3) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

I.22 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (FAR 52.249-4) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

I.23 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (FAR 52.249-8) (APR 1984)

- (a) (1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to
 - (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
 - (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
 - (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause).
- (2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

- (b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of a default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- (e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.
- (f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.
- (g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.
- (h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

I.24 ECONOMIC PRICE ADJUSTMENTS

Contract rates applicable to each renewal contract period will be established in accordance with the following to reflect increases or decreases in the cost or performance of the contract work. The increases or decreases used in establishing the rates will be those indicated by the change in the following Consumer Price Indices (CPI-U's) and formulas:

(a) The Mobile Shower Facilities "Usage Rates" will be affected by:

(CPI-U) Commodity and Service Group - Services

Actual percentage change x 50% of last adjusted rate

(CPI-U) Commodity and Service Group - Commodities

Actual percentage change x 25% of last adjusted rate

(b) The "Hourly Rates" for water vehicles intermittent will be affected by:

(CPI-U) Commodity and Service Group - Services

Actual percentage change x 75% of last adjusted rate

(c) The "Usage Rate" for additional water vehicles and hand washing facilities will be affected by:

(CPI-U) Commodity and Service Group - Services

Actual percentage change x 80% of last adjusted rate

(d) The "Mileage Rate" for Mobile Shower Facility and any additional water vehicles will be affected by:

(CPI-U) Expenditures Group-Motor Fuel and Gasoline, and Maintenance and Repairs

Average percentage change x 100% of last adjusted rate

(e) Employment Costs -

Average of percentage changes in the Employment Index, Table 3, Service Occupations

x 25% (a), 25% (b), 20% (c) of last adjusted rates.

Substantial changes in the health and welfare, fringe benefits, etc., will be adjusted in accordance with the Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts) (FAR 52.222-42) (MAY 1989).

In the event a substantial revision to the method of calculating an index is used by the Bureau of Labor Statistics, US Department of Labor, or the index is discontinued, the Contracting Officer will select a comparable index for use under contract. The index chosen will be either a current index in use or a comparable index prepared by the Bureau of Labor Statistics, US Department of Labor, prepared at the request of the Contracting Officer.

The newly established rates will become effective on January 1 of the calendar year in which the contract renewal is effective. The basis for establishing the rates will be the changes in the indices and wage determination over the calendar year immediately prior to the year in which the renewal is effective.

The change to the index will be determined by using the September to September unadjusted figures as they appear in the Summary Data from the Consumer Price Index News Release.

The rates will be derived by multiplying the actual percentage change times the rate in effect for the year immediately prior to the year in which the renewal is effective. The result will be added to the rates for the prior year to become the newly established rates.

Any increase will not exceed 15% of the rate being adjusted and the aggregate change over the life of the contract, including renewals, shall not exceed 30% of the initial contract rates. (Hourly rates intermittent use and usage rates will be rounded to the nearest \$5.00; Mileage rates will be rounded to the nearest 5 cents.)

Any increase will not exceed 15% of the rate being adjusted and the aggregate change over the life of the contract, including renewals, shall not exceed 30% of the initial contract rates.

I.25 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) Clause with an authorized deviation is indicated by the addition of ("DEVIATION") after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Agriculture Acquisition Regulation (48 CFR Chapter 4) clause with an authorized deviation is indicated by the addition of ("DEVIATION") after the name of the regulation.

I.26 ASSIGNMENT OF CLAIMS (FAR 52.232-23) (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

I.27 PROPERTY AND PERSONAL DAMAGE

- (a) The Contractor shall use every precaution necessary to prevent damage to public and private property.
- (b) The Contractor shall be responsible for all damage to property and to persons, including third parties, that occur as a result of his or his agent's or employee's fault or negligence. The term "third parties" is construed to include employees of the Government.
- (c) The Contractor shall procure and maintain during the term of this contract, and any extension thereof, liability insurance in such form and by such company as may be acceptable to the Contracting Officer. The parties named insured under the policy or policies shall be the Contractor and the United States of America.
- (d) The minimum limit of liability insurance coverage shall be:

Liability for Bodily Injury to or Death of Person

A limit of at least seventy-five thousand dollars (\$75,000) for each person in any one occurrence, and a limit of at least five hundred thousand dollars (\$500,000) for each occurrence.

Liability for Loss or Damage to Property

A limit of at least five hundred thousand dollars (\$500,000) for each occurrence.

- (e) The Contractor, prior to the commencement of work under this contract and upon each contract extension, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J****LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS (AGAR 452.252-70)(FEB 1988)**

1. Designations
 - A. Designation of Contracting Officer's Representative
 - B. Designation of Contracting Officer's Technical Representative
 - C. Designation of Inspector
2. Potable Water Standards
3. Daily Shower Order / Invoice, Mobile Shower Facilities (Form 1276-C)
4. Daily Shower Order / Invoice, Mobile Shower Facilities (Continuation Sheet)
(Form 1276-D)
5. Wage Determination
6. Mobile Shower Facility Performance Evaluation (Form 1276-F)

J.1A - Designation of Contracting Officer's Representative	Contract No. - AS SHOWN IN THE BLUE BOOK	File Code - 6320
	Unit - NIFC	
COR Logistics Section Chief	Project - MOBILE SHOWER FACILITIES	
	Contractor - AS SHOWN IN BLUE BOOK	

This is your designation as Contracting Officer's Representative (Logistics section Chief) on the above contract.

Your major duties and responsibilities are outlined below.

- A. You are delegated full authority to require compliance under the contract **EXCEPT** for the following actions, which are reserved for the Contracting Officer:
 1. Approve Change Orders and Amendments.
 2. Negotiate any changes to the contract.
 3. Take action to terminate the contract for default or Government convenience.
 4. Approve Assignment of Claims.
 5. Make final decisions under the Disputes Clause.
- B. You are delegated the following major duties and responsibilities:
 1. Ensure that a qualified Facilities Unit Leader is assigned as an Inspector and a COTR is ordered to assist you in administering the contract (see Designations). When an Inspector is not assigned, ensure those duties are performed.
 2. Resolve differences or disputes prior to departing an incident. If resolution cannot be reached, contact the Contracting Officer.
 3. Ensure that Contract Daily Diaries are maintained; that a Contractor Performance Evaluation is completed by all Government representatives assigned under the contract, and that they are forwarded to the Contracting Officer prior to departing each fire incident.
 4. Contact the Contracting Officer IMMEDIATELY whenever the Contractor equipment or personnel are not in condition to perform or fail to perform the services required.

Contracting Officer's Name (Print or Type) Janet D. McCluskey	Signature	Date
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J.1B - Designation of Contracting Officer's Technical Representative	Contract No. - AS SHOWN IN THE BLUE BOOK	File Code - 6320
	Unit - NIFC	
COTR	Project - MOBILE SHOWER FACILITIES	
	Contractor - AS SHOWN IN BLUE BOOK	

This is your designation as Contracting Officer's Technical Representative on the above contract. Your major duties and responsibilities are outlined below.

A. You are delegated full authority to require compliance under the contract **EXCEPT** for the following actions, which are reserved for the Contracting Officer:

1. Approve Change Orders and Amendments.
2. Negotiate any changes to the contract.
3. Take action to terminate the contract for default or Government convenience.
4. Approve Assignment of Claims.
5. Make final decisions under the Disputes Clause.

B. You are delegated the following major duties and responsibilities:

1. Perform in the capacity of Special Assistant to the Logistics Section Chief (COR) to assist in the timely and effective administration of the contract.
2. Perform as acting Contracting Officer's Representative in his/her absence at an incident.
3. Provide assistance and guidance to the Facilities Unit Leader (Inspector) under the direction of the COR.
4. Report all findings and recommendations related to contract administration and contract performance to the COR and Contracting Officer.
5. Maintain a Contract Daily Diary, complete a Contractor Performance Evaluation and provide copies to the COR and Contracting Officer for each fire incident.

Contracting officer's Name (Print or Type) Janet D. McCluskey	Signature	Date
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J.1C - Designation of Inspector	Contract No. - AS SHOWN IN THE BLUE BOOK	File Code - 6320
	Unit - NIFC	
INSPECTOR FACILITIES UNIT LEADER	Project - MOBILE SHOWER FACILITIES	
	Contractor - AS SHOWN IN THE BLUE BOOK	

This is your designation as Inspector (Facilities Unit Leader) to administer the above contract. Your major duties and responsibilities are outlined below.

A. You are delegated full authority to require compliance under the contract **EXCEPT** for the following actions that are reserved for the Contracting Officer:

1. Approve Change Orders and Amendments.
2. Negotiate any changes to the contract.
3. Take action to terminate the contract for default or Government convenience.
4. Approve Assignment of Claims.
5. Make final decisions under the Disputes Clause.

B. You are delegated the following major duties and responsibilities:

1. Assist the Contracting Officer's Representative (COR) with contract administration duties, report, and document in writing noncompliance with contract requirements or other areas of difficulty.
2. Approve and designate shower site locations.
3. Complete NFES 1276-C and 1276-D and reconcile at the end of each day. Verify mileage and miscellaneous item charges and approve for payment. Make proper distribution of forms.
4. Ensure proper documentation is made for all payments under the contract.
5. Maintain a Contract Daily Diary and complete a Contractor Performance Evaluation, and forward them to the COR prior to departing a fire incident.

Contracting officer's Name (Print or Type) Janet D. McCluskey	Signature	Date
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J.2 POTABLE WATER STANDARDS

Only properly constructed and fitted vehicles totally dedicated for potable water shall be approved and used. Any tank previously used for hauling petroleum products or nonfood material will not be approved as a potable water vehicle. Where doubt exists with respect to their adequacy for potable water supply use, tanks may be turned down for use as a potable water vehicle.

If it is discovered that any of the requirements for usage as a potable water vehicle have been violated, contractual remedies shall be taken immediately.

1. Equipment Requirements

A. General Requirements

(Reference: Code of Federal Regulations, Title 21, Part 129.40):

All water contact equipment shall be suitable for its intended use, including tanks, surfaces, hoses, pumps, valves, fittings, and lubricants. All such equipment shall be constructed of nontoxic, nonabsorbent material that can be adequately cleaned and sanitized. All equipment shall be constructed so as to allow inspection and adequate sanitation of water contact surfaces.

B. Tank Material

Acceptable: Stainless steel, food-grade plastics; food-grade epoxy coatings; glass and glass coatings; aluminum (smooth finished); copper; ceramic.

Unacceptable: NON-COATED STEEL OR GALVANIZED STEEL; RUSTED OR CRACKED SURFACES; TAR, BITUMINOUS, OR ASBESTOS COATING; COATING UNDOCUMENTED AS FOOD GRADE.

C. Tank Construction

Openings: Hatches and other openings, except fittings for water entry or discharge, shall be completely covered and sealed with tight fitting coverings, permanently mounted food-grade gaskets, screw, or security locks. Water fittings shall be equipped with clamp or screw-type caps, tethered to the fittings with chain or cable. These caps shall be in position on the fittings whenever they are not used for water transfer.

Tank Vents: Tank shall be vented by a downward facing, or otherwise protected vent opening of a sufficient size to allow air to replace water as it is discharged. This opening shall be protected by an adequately supported fabric, paper, or metal filter material capable of removing fine dust particles from the air.

Drain: A bottom drain shall be provided to facilitate complete discharge of water during sanitation procedures.

D. Vehicle Tank Filling Mechanisms

Tanks shall be filled by using a system that prevents backflow of water from the vehicle tank to the source. Either of the following methods may be used:

- (1) Approved double check valves on the direct filling connection to the tank.
- (2) Overhead filling through a hatch opening at the top of the tank. The filling spout must not be allowed to intrude into the tank further than two diameters of the filling pipe above the highest water level that is possible when the tank is filled. If an overhead filler pipe is mounted on the vehicle, when not being used for filling, this pipe shall be capped at each end with threaded or clamped caps, and tethered to the fittings at the ends of the filler pipe.

E. Pumps

Only water transfer pumps that can be readily disassembled to demonstrate the condition of the impeller and impeller chamber shall be used.

Acceptable: Food-grade pumps, constructed from stainless steel, plastic, brass, smooth-finish aluminum, or other food-grade materials.

Water contact surfaces, including seals, bearing, and lubricants must be constructed from food-grade materials and must be smooth, nonporous, and corrosion resistant. Acceptable food-grade lubricants are usually white or pastel colored.

F. Hoses

The ends of all hoses shall be provided with threaded or clamped caps. Such caps shall be in place when hoses are not in use. A tight, clean storage compartment can substitute for hose caps if the hoses are stored within the compartment at all times except during use for transfer of water.

Acceptable: Hoses shall have approved food-grade water contact surfaces prepared from plastic, synthetic rubber, metal, or other smooth nonporous material. Such hoses must be documented as suitable if questions are raised regarding acceptability.

Unacceptable: RUBBER HOSES, GARDEN HOSES, CANVAS FIRE HOSES, RADIATOR, OR ENGINE COOLING SYSTEM HOSES; SURFACE WATER DRAFTING HOSES.

Unacceptable: RUBBER HOSES, GARDEN HOSES, CANVAS FIRE HOSES, RADIATOR, OR ENGINE COOLING SYSTEM HOSES; SURFACE WATER DRAFTING HOSES.

G. Other Equipment Accepted on Vehicle

Piping and Fittings: Food-grade plastic or acceptable metal (brass, aluminum, stainless steel, copper). No corroded steel, galvanized pipe, or black pipe.

Canteen Filling Equipment: Must have effective backflow prevention (check valves), and dispensing spouts or hose bibs.

Miscellaneous Equipment: Potable water heaters, pressure tanks, and other equipment for operation of shower and kitchen units are allowed.

Unacceptable: SPRAY BARS, FIRE HOSES AND NOZZLES,
SURFACE-WATER DRAFTING EQUIPMENT.

2. Labeling Requirements

- A. The following statements must be fully visible and legible at all times, permanently attached to or painted on the vehicle:
- (1) Name and address of licensee, on both sides of the tank or on both truck cab doors; letters at least 2 inches in height.
 - (2) The words "domestic water," "drinking water," or "potable water" on both sides of the tank in letters at least 4 inches in height.
 - (3) The gallon capacity of the tank on both sides of the tank or on both cab doors in letters at least 2 inches in height.
- B. A seal or sticker provided by the State or local authority shall be affixed to the upper left quarter of the rear of the tank, and shall be visible at all times. This shall indicate that the vehicle has been inspected and found to be in compliance with these requirements.
- In cases where stickers are not provided by a State, a copy of the certificate or label will be kept in the vehicle at all times.
- C. An annual inspection or certification by the local health authority is required.

3. Operational Requirement

- A. All equipment surfaces intended for potable water contact, including source fill point equipment, containers, caps, tanks, hoses, valves, filters, and fittings shall be inspected, washed, rinsed, sanitized, and replaced as often as necessary to effect and maintain sanitation of such surfaces. Procedures to be used are listed in Title 21, Code of Federal Regulations, Part 129.80.
- If household chlorine bleach (5 percent chlorine) is used as a sanitizer, use approximately 2 to 3 cups of chlorine bleach in 1,000 gallons of water. Agitate chlorine solution thoroughly and allow contact with tank and hoses for at least 30 minutes. Run chlorine solution to waste through delivery hoses. The tank must then be thoroughly rinsed with potable water before filling.

NOTE: DEPENDING UPON STATE REQUIREMENTS WHERE THE POTABLE WATER VEHICLE IS BEING USED, CHLORINE MAY OR MAY NOT BE ADDED TO THE DRINKING WATER.

- B. Sanitary techniques must be observed in the water transfer operation. Care must be exercised to prevent foreign materials from entering the water. Since contamination could be present on the exterior surfaces of hoses or pipes, they must never be submerged in a receiving vessel. Caution and common sense will help ensure a satisfactory operation.
- C. Adequate cleaning and sanitizing procedures as described in 3.A above, shall be used on hauling vehicle and associated equipment at the following times:
- (1) When the equipment is placed into service, or when it has been unused and stored in a sealed condition for a period of 4 weeks or more.

- (2) When the filled or empty tank has been exposed by open or unsealed cover caps or fittings to any condition of possible contamination of the tank or contents, including contact with dust, smoke, rain, or chemical substances.
- (3) When any fault or defect becomes apparent in the seals, vents, hatch doors, welds, valves, pipes, pumps, hoses or other equipment that may allow the water to become contaminated.
- (4) When bacterial analysis of the water indicates presence of coliform bacteria.

D. Bacteria Testing

One microbiological test for total quantity of coliform bacteria shall be performed within 48 hours of the time of arrival at the Incident unless the timing would interfere with the laboratory processing. It shall be performed at the earliest possible time that processing can be done. Copies of the results of such test shall be submitted to the Contracting Officer.

E. Water shall not be stored in the vehicle for a period of greater than 1 week.

F. The hauler shall keep a logbook of activities (sample logbook sheets enclosed) on board the vehicle including:

- (1) Dates of cleaning and sanitation procedures; description of processes used (cleaning agents, contact time and concentration of sanitizing agent).
- (2) Water sources used, dates, gallon, name of person who authorized/directed use of source.
- (3) Delivery points, dates.
- (4) Copies of agreements, contracts, licenses, etc.
- (5) Test results of bacterial analysis.

G. General Information on Disinfection

Disinfection destroys disease-producing organisms in water exposed to bacterial contamination. Hauled water is vulnerable to increased handling, diversity of source, and variability in hauling equipment. It must be disinfected before use. In addition, all water-contact surfaces in hauling and storage facilities must be disinfected prior to use.

Chlorine is commonly used for disinfection of water. The higher the concentration of chlorine, and the longer it has contact with the water, the more complete the disinfection. Chlorine concentration is measured as "ppm" or "parts per million." This is an expression indicating the parts of chlorine per million parts of water (by weight). A 10 ppm chlorine solution will contain 10 parts (by weight) of chlorine per million parts of water, (300 mg/1 chlorine solution is the same as a 300 ppm chlorine solution). Thus, a 10 ppm solution of chlorine is achieved when 10 pounds of chlorine are added to 1,000,000 pounds of water.

Household chlorine bleach, such as Clorox or Purex, is suitable for water disinfection. Instructions for obtaining proper concentrations are provided on charts in this bulletin. Details in the charts should be closely followed.

Unfortunately, not all the chlorine added to water contributes to the disinfection process. Some chlorine combines with naturally occurring chemicals in the water and is "tied up." This is called "Chlorine Demand." Chlorine added in excess of the amount required to satisfy the chlorine demand is referred to as "residual chlorine" and is available for the disinfection process. Since different sources of water might yield supplies having different chlorine demands, the amount of chlorine needed to achieve a given residual chlorine will vary. For this reason, it is highly recommended that the water hauler or consumer obtain a test kit (EPA approved) to determine residual chlorine. With the relatively inexpensive and easily operated device, the amount of chlorine needed to provide proper disinfection can be determined. As the attached chlorine concentration charts are approximate and do not take into account chlorine demand, the residual chlorine test will serve as a positive check and assure the hauler and consumer of adequate protection.

Residual chlorine levels should be determined after the recommended contact time has passed. If the measured residual chlorine is lower than required, additional chlorine must be added to the water until the necessary residual is obtained. Though it is not necessary to determine residual levels in the solution used to disinfect water-contact surfaces, this determination is essential for evaluating water that is to be consumed.

MIXING INSTRUCTIONS FOR VARIOUS CHLORINE SOLUTIONS

FOR CONSUMPTION

**CHART 111 1.0 PPM AND 10.0 PPM CONCENTRATION TO DISINFECT A
TANK FULL OF WATER (Use fresh liquid household bleach having
about 5% Sodium Hypochlorite content.)**

<u>Tank Capacity Gallons</u>	<u>Column "A" (for 1.0 ppm) *</u>	<u>Column "B" (for 10.0 ppm)**</u>
250	1-1/4 tablespoons	3/4 cup
500	2-1/2 tablespoons	1-2/3 cups
1,000	1/3 cup	3-1/4 cups
1,500	1/2 cup	4-3/4 cups
5,000	1-1/2 cups	1 gallon

*For water drawn from acceptable public water supplies, minimum contact time is 30 minutes. If a residual chlorine test kit is not available, amounts shown in this column must be doubled.

**For emergency water drawn from questionable sources, minimum contact time is one hour.

J. 4 DAILY SHOWER ORDER/INVOICE - MOBILE SHOWER FACILITIES (CONTINUATION SHEET)

Date		Facilities Unit Leader				Contractor		Invoice No.	
Unit ID No. *	25. TRANSPORTING WATER						26. INTERMITTENT USE		
	Name of Locations		Odometer Readings -or- Known Miles		TOTAL MILES	Time (Military)		TOTAL TIME	
	From	To	Beginning	Ending		From	To		
									__ hr __ min
								__ hr __ min	
								__ hr __ min	
								__ hr __ min	
								__ hr __ min	
								__ hr __ min	

*You may use a separate continuation sheet for each unit

TOTAL MILES Unit ____ Miles Unit ____ Miles TOTAL TIME ____ hr ____ min
 Unit ____ Miles Unit ____ Miles

27. MISCELLANEOUS CHARGES AND CREDITS	
FUEL <input type="checkbox"/> diesel <input type="checkbox"/> gas <input type="checkbox"/> propane FUEL <input type="checkbox"/> diesel <input type="checkbox"/> gas <input type="checkbox"/> propane FUEL <input type="checkbox"/> diesel <input type="checkbox"/> gas <input type="checkbox"/> propane PAPER TOWELS <input type="checkbox"/> bath <input type="checkbox"/> hand PAPER TOWELS <input type="checkbox"/> bath <input type="checkbox"/> hand LIQUID SOAP _____ _____ _____ _____	Gallons _____ @ \$ _____ = _____ Gallons _____ @ \$ _____ = _____ Gallons _____ @ \$ _____ = _____ Number _____ @ \$ _____ = _____ Number _____ @ \$ _____ = _____ Amount _____ @ \$ _____ = _____ _____ @ \$ _____ = _____ _____ @ \$ _____ = _____ _____ @ \$ _____ = _____ _____ @ \$ _____ = _____

TOTAL MISCELLANEOUS CHARGES AND CREDITS

28. I certify the charges and/or credits are correct.	
_____ Date Facilities Unit Leader	_____ Date Contractor

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BOISE NATIONAL FOREST - FISCAL AND ACCOUNTING THROUGH CONTRACTOR

J.5 WAGE RATE DETERMINATIONS

Per U.S. Department of Labor approval letter dated July 7, 1998, employees must be paid per the applicable Wage Determination (WD) for the county from which they will be deployed. Applicable Wage Determination numbers are listed below for various potential locations of deployment and copies of them are available upon request from the Contracting Officer.

<u>Wage Determination No.</u>	<u>State</u>	<u>Revision No.</u>	<u>Date of</u>
<u>Revision</u>			
94-2023	Arizona-Coconino	21	05/31/2001
94-2025	Arizona-Pima	21	05/31/2001
94-2043	California-Kern	15	05/31/2001
94-2053	California-Riverside	16	05/31/2001
94-2055	California-Butte, Shasta, El Dorado, Lake, Sacramento	17	05/31/2001
94-2064	California-Santa Barbara	15	05/31/2001
94-2159	Idaho-Statewide	14	02/16/2001
94-2317	Montana-Statewide	13	09/15/2000
94-2333	California/Nevada-Washoe	16	05/31/2001
94-2361	New Mexico-Bernalillo	17	07/05/2001
94-2439	Oregon-Josephine, Lake, Dechutes	16	05/31/2001
94-2441	Oregon/Washington-Klickitat	17	05/31/2001
94-2531	Utah-Statewide	17	05/31/2001
94-2563	Washington-Snohomish	19	07/13/2001
94-2565	Washington-Chelan, Okanogan	15	07/09/2001
94-2569	Oregon/Washington-Malheur	15	06/27/2001
94-2587	Nebraska/Wyoming-Statewide	17	05/16/2001

J.6 Interagency Mobile Shower Facility Performance Evaluation

Contractor and Unit #	Contract No.	Incident Name	Inclusive Dates
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Detailed explanations must be documented if the ratings did not meet specifications or if the contract specifications were consistently exceeded. Comments are optional when specifications are met. Examples of items to be assessed for each category are not all-inclusive. Additional comments can be written on a separate page and attached to this evaluation.

Equipment (met required contract specifications; is neat and clean in appearance, operating smoothly, well maintained and repaired in timely matter) yes ☐ no ☐ explain: _____

Security (provided adequate security for users and personal items) yes ☐ no ☐ explain: _____

Safety and Sanitation (met sanitizing and water testing requirements; and maintained a log) yes ☐ no ☐ explain: _____

Met cleanliness and appearance of personnel, equipment, and supply requirements: yes ☐ no ☐

Explain: _____

Time Schedules (met the agreed upon mobilization schedules, set up time frames, and all showering periods) yes ☐ no ☐ explain: _____

Management and Business Relations (Contractor was professional in planning, organizing, delivery of supplies for unit, self- inspection, adaptability, personnel management, company identification, cooperation with government representatives and firefighters, attitude, and team work) yes ☐ no ☐ explain: _____

Area(s) for improvement, if any: _____

<input type="checkbox"/> COR	<input type="checkbox"/> FACL	<input type="checkbox"/> COTR	Contractor Representative	
Print Name		Signature		Signature
Work Address			Work Address	
Phone Number		Date		Date

The Contractor may submit written comments regarding this performance evaluation to Contracting Officer at any time.